SERFF Tracking Number: AGNY-125422353 State: Arkansas
First Filing Company: AIG Casualty Company, ... State Tracking Number: EFT \$50

Company Tracking Number: AIC-07-MP-14

TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0007 Other CMP

Liability

Product Name: Unitech Energy Policy - Property All Risk Insurance

Project Name/Number: Unitech Energy Policy - Property All Risk Insurance/AIC-07-MP-14

Filing at a Glance

Companies: AIG Casualty Company, National Union Fire Insurance Company of Pittsburgh, Pa., New Hampshire

Insurance Company, The Insurance Company of the State of Pennsylvania

Product Name: Unitech Energy Policy - SERFF Tr Num: AGNY-125422353 State: Arkansas

Property All Risk Insurance

TOI: 05.0 Commercial Multi-Peril - Liability & SERFF Status: Closed State Tr Num: EFT \$50

Non-Liability

Sub-TOI: 05.0007 Other CMP Co Tr Num: AIC-07-MP-14 State Status: Fees verified and

received

Filing Type: Form Co Status: Reviewer(s): Betty Montesi,

Llyweyia Rawlins, Brittany Yielding

Author: Myron Harry Disposition Date: 03/07/2008
Date Submitted: 01/10/2008 Disposition Status: Approved

Effective Date Requested (New): 02/15/2008 Effective Date (New): 02/15/2008

Effective Date Requested (Renewal): 02/15/2008 Effective Date (Renewal):

02/15/2008

State Filing Description:

General Information

Project Name: Unitech Energy Policy - Property All Risk Insurance Status of Filing in Domicile: Pending

Project Number: AIC-07-MP-14 Domicile Status Comments:

Reference Organization: Reference Number:

Reference Title: Advisory Org. Circular:

Filing Status Changed: 03/07/2008

State Status Changed: 01/28/2008 Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

The above-referenced companies (the "Companies") submit for your review and approval their Unitech® Energy Policy -

Property All Risk Insurance Program (the "Program").

SERFF Tracking Number: AGNY-125422353 State: Arkansas
First Filing Company: AIG Casualty Company, ... State Tracking Number: EFT \$50

Company Tracking Number: AIC-07-MP-14

TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0007 Other CMP

Liability

Product Name: Unitech Energy Policy - Property All Risk Insurance

Project Name/Number: Unitech Energy Policy - Property All Risk Insurance/AIC-07-MP-14

Please refer to the attached forms listing for information about the forms included in this submission.

The Program will be rated using the rating plan currently on file with your Department under filing no. AIC-04-CP-01.

Company and Contact

Filing Contact Information

Myron Harry, myron.harry@aig.com

175 Water Street - 17th Floor (212) 458-7057 [Phone]

New York, NY 10038 (212) 458-7077[FAX]

Filing Company Information

AIG Casualty Company CoCode: 19402 State of Domicile: Pennsylvania

70 Pine Street Group Code: Company Type:
New York, NY 10270 Group Name: State ID Number:

(212) 770-7000 ext. [Phone] FEIN Number: 25-1118791

CoCode: 19445

State of Domicile: Pennsylvania

State of Domicile: Pennsylvania

National Union Fire Insurance Company of

Pittsburgh, Pa.

70 Pine Street Group Code: Company Type:
New York, NY 10270 Group Name: State ID Number:

(212) 770-7000 ext. [Phone] FEIN Number: 25-0687550

New Hampshire Insurance Company CoCode: 23841 State of Domicile: Pennsylvania

70 Pine Street Group Code: Company Type:
New York, NY 10270 Group Name: State ID Number:

(212) 770-7000 ext. [Phone] FEIN Number: 02-0172170

CoCode: 19429

The Insurance Company of the State of

Pennsylvania

70 Pine Street Group Code: Company Type:
New York, NY 10270 Group Name: State ID Number:

(212) 770-7000 ext. [Phone] FEIN Number: 13-5540698

Company Tracking Number: AIC-07-MP-14

TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0007 Other CMP

Liability

Product Name: Unitech Energy Policy - Property All Risk Insurance

Project Name/Number: Unitech Energy Policy - Property All Risk Insurance/AIC-07-MP-14

Filing Fees

Fee Required? Yes

Fee Amount: \$50.00 Retaliatory? No

Fee Explanation: \$50.00 Form Filing per Group

Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
AIG Casualty Company	\$50.00	01/10/2008	17440845
National Union Fire Insurance Company of	\$0.00	01/10/2008	
Pittsburgh, Pa.			
New Hampshire Insurance Company	\$0.00	01/10/2008	
The Insurance Company of the State of	\$0.00	01/10/2008	
Pennsylvania			

Company Tracking Number: AIC-07-MP-14

TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0007 Other CMP

Liability

Product Name: Unitech Energy Policy - Property All Risk Insurance

Project Name/Number: Unitech Energy Policy - Property All Risk Insurance/AIC-07-MP-14

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Unitech Engery Policy - Property All Risk Insurance Declarations	95042	(7/07)	Declaration New s/Schedule		0.00	95042 (7-07) Declarations Page.pdf
Approved	Accounts Receivable Endorsement	95043	(7/07)	Endorseme New nt/Amendm ent/Conditi ons		0.00	95043 (7-07) Accounts Receivable End.pdf
Approved	Actual Cash Value Endorsement	95044	(7/07)	Endorseme New nt/Amendm ent/Conditi ons		0.00	95044 (7-07) Actual Cash Value End.pdf
Approved	Actual Cash Value on Transformers Endorsement	95045	(7/07)	Endorseme New nt/Amendm ent/Conditi ons		0.00	95045 (7-07) Actual Cash Value on Transformer s.pdf
Approved	Amending Named Insured Endorsement	95046	(7/07)	Endorseme New nt/Amendm ent/Conditi ons		0.00	95046 (7-07) Amending Named Insured End.pdf
Approved	Boiler and Machinery Definition Endorsement	95047	(7/07)	Endorseme New nt/Amendm ent/Conditi ons		0.00	95047 (7-07) Boiler and Machinery Definition End.pdf
Approved	Business Interruption Actual Loss Sustained	95048	(7/07)	Endorseme New nt/Amendm ent/Conditi ons		0.00	95048 (7-07) Business Interruption Actual Loss

Company Tracking Number: AIC-07-MP-14

TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0007 Other CMP

Liability

Product Name: Unitech Energy Policy - Property All Risk Insurance

Project Name/Number: Unitech Energy Policy - Property All Risk Insurance/AIC-07-MP-14

Project Name/I	Number: Unitec	h Energy Polic	y - Property Al	l Risk Insurance/AIC-07-MP-14		
	Endorsement					Sustained End.pdf
Approved	Business Interruption - Actual Loss Sustained Coinsurance Clause Endorsement	95049	(7/07)	Endorseme New nt/Amendm ent/Conditi ons	0.00	95049 (7-07) Business Interruption ALS - Coinsurance Clause End.pdf
Approved	Business Interruption - Actual Loss Sustained Ordinary Payroll Coverage Endorsement	95050	(7/07)	Endorseme New nt/Amendm ent/Conditi ons	0.00	95050 (7-07) Business Interruption ALS - Ordinary Payroll Coverage End.pdf
Approved	Business Interruption - Actual Loss Sustained Ordinary Payroll Coverage - Limited Endorsement	95051	(7/07)	Endorseme New nt/Amendm ent/Conditi ons	0.00	95051 (7-07) Business Interruption ALS - Ordinary Payroll Coverage Limited End.pdf
Approved	Business Interruption Extended Period of Indemnity Endorsement	95052	(7/07)	Endorseme New nt/Amendm ent/Conditi ons	0.00	95052 (7-07) Business Interruption Extended Period of Indemnity End.pdf
Approved	Business Interruption Gross Earnings Endorsement	95053	(7/07)	Endorseme New nt/Amendm ent/Conditi ons	0.00	95053 (7-07) Business Interruption Gross

Company Tracking Number: AIC-07-MP-14

TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0007 Other CMP

Liability

Product Name: Unitech Energy Policy - Property All Risk Insurance

Project Name/Number: Unitech Energy Policy - Property All Risk Insurance/AIC-07-MP-14

Project Name/I	Number: Unitec	Unitech Energy Policy - Property All Risk Insurance/AIC-07-MP-14				
						Earnings End.pdf
Approved	Business Interruption - Gross Earnings Coinsurance Clause Endorsement	95054	(7/07)	Endorseme New nt/Amendm ent/Conditi ons	0.00	95054 (7-07) Business Interruption - Gross Earnings Coins Clause End.pdf
Approved	Business Interruption Gross Earnings for the Power Generation Industry Endorsement	95055	(7/07)	Endorseme New nt/Amendm ent/Conditi ons	0.00	95055 (7-07) Business Interruption Gross Earnings for the Power Gen Ind End.pdf
Approved	Business Interruption - Gross Earnings Ordinary Payroll Coverage Endorsement	95056	(7/07)	Endorseme New nt/Amendm ent/Conditi ons	0.00	95056 (7-07) Business Interruption - Gross Earnings Ordinary Payroll Cov End.pdf
Approved	Business Interruption - Gross Earnings Ordinary Payroll Coverage - Limited Endorsement	95057	(7/07)	Endorseme New nt/Amendm ent/Conditi ons	0.00	95057 (7-07) Business Interruption - Gross Earnings Ordinary Payroll Cov Ltd.pdf
Approved	Business Interruption - Spare Part	95058	(7/07)	Endorseme New nt/Amendm ent/Conditi	0.00	95058 (7-07) Business Interruption -

Company Tracking Number: AIC-07-MP-14

TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0007 Other CMP

Liability

Product Name: Unitech Energy Policy - Property All Risk Insurance

Project Name/	Number: Unitect	h Energy Polic	y - Property Al	l Risk Insurance/AIC-07-MP-14		
	Requirement Endorsement			ons		Spare Part Req End.pdf
Approved	Canadian Locations Endorsement	95059	(7/07)	Endorseme New nt/Amendm ent/Conditi ons	0.00	95059 (7-07) Canadian locations.pdf
Approved	Cancellation - Modification of Notice by the Company Endorsement	95060	(7/07)	Endorseme New nt/Amendm ent/Conditi ons	0.00	95060 (7-07) Cancellation - Modification of Notice by the Company End.pdf
Approved	Cancellation of Policy Endorsement	95061	(7/07)	Endorseme New nt/Amendm ent/Conditi ons	0.00	95061 (7-07) Cancellation of Policy.pdf
Approved	Coinsurance - Property Damage Endorsement	95064 e	(7/07)	Endorseme New nt/Amendm ent/Conditi ons	0.00	95064 (7-07) Coinsurance - Property Damage.pdf
Approved	Contingent Business Interruption Extension Endorsement	95065	(7/07)	Endorseme New nt/Amendm ent/Conditi ons	0.00	95065 (7-07) Contingent Business Interruption Ext.pdf
Approved	Contingent Extra Expense Extension Endorsement	95066	(7/07)	Endorseme New nt/Amendm ent/Conditi ons	0.00	95066 (7-07) Contingent Extra Expense Ext.pdf
Approved	Contractual Acceptance Endorsement	95067	(7/07)	Endorseme New nt/Amendm ent/Conditi ons	0.00	95067 (7-07) Contractual Acceptance End.pdf
Approved	Control of	95068	(7/07)	Endorseme New	0.00	95068 (7-07)

Company Tracking Number: AIC-07-MP-14

TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0007 Other CMP

Liability

Product Name: Unitech Energy Policy - Property All Risk Insurance

Project Name/Number: Unitech Energy Policy - Property All Risk Insurance/AIC-07-MP-14

Project Name/I	Number: Unitect	h Energy Polic	cy - Property A	ll Risk Insurance/AIC-07-MP-14		
	Damaged			nt/Amendm		Control of
	Merchandise			ent/Conditi		Damaged
	Endorsement			ons		Merchandise
						.pdf
Approved	Countersignature	95069	(7/07)	Endorseme New	0.00	95069 (7-07)
	Endorsement			nt/Amendm		Countersign
				ent/Conditi		ature
				ons		End.pdf
Approved	Data	95070	(7/07)	Endorseme New	0.00	95070 (7-07)
	Distortion/Corrup	t		nt/Amendm		Data
	ion Endorsement			ent/Conditi		Distortion-
				ons		Corruption
						End.pdf
Approved	Data	95071	(7/07)	Endorseme New	0.00	95071 (7-07)
	Distortion/Corrup	t		nt/Amendm		Data
	ion Endorsement			ent/Conditi		Distortion-
				ons		Corruption
						End.pdf
Approved	Deductible(s)	95072	(7/07)	Endorseme New	0.00	95072 (7-07)
	Endorsement			nt/Amendm		Deductibles
				ent/Conditi		End.pdf
				ons		
Approved	Deferred	95073	(7/07)	Endorseme New	0.00	95073 (7-07)
	Premium			nt/Amendm		Deferred
	Payment			ent/Conditi		Premium
	Endorsement			ons		Payment
						End.pdf
Approved	Earth Movement	95074	(7/07)	Endorseme New	0.00	95074 (7-07)
	Exclusion			nt/Amendm		Earth
	Endorsement			ent/Conditi		Movement
				ons		Exclusion
						End.pdf
Approved	Electronic Data	95075	(7/07)	Endorseme New	0.00	95075 (7-07)
	Processing -			nt/Amendm		Electronic
	Media			ent/Conditi		Data
	Endorsement			ons		Processing -
						Media

Company Tracking Number: AIC-07-MP-14

TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0007 Other CMP

Liability

Product Name: Unitech Energy Policy - Property All Risk Insurance

Project Name/Number: Unitech Energy Policy - Property All Risk Insurance/AIC-07-MP-14

Project Name/I	Number: Unitec	h Energy Polic	cy - Property A	ll Risk Insurance/AIC-0/-MP-14		End adf
						End.pdf
Approved	Electronic Data	95076	(7/07)	Endorseme New	0.00	95076 (7-07)
	Processing Medi	a		nt/Amendm		Electronic
	with Extra			ent/Conditi		Data
	Expense			ons		Processing
	Endorsement					Media w
						Extra Exp
						End.pdf
Approved	Excess Payment	s95077	(7/07)	Endorseme New	0.00	95077 (7-07)
	Endorsement			nt/Amendm		Excess
				ent/Conditi		Payments
				ons		End.pdf
Approved	Endorsement	95078	(7/07)	Endorseme New	0.00	95078 (7-07)
	Cancellation			nt/Amendm		Endorsemen
				ent/Conditi		t
				ons		Cancellation.
						pdf
Approved	Errors and	95079	(7/07)	Endorseme New	0.00	95079 (7-07)
	Omissions			nt/Amendm		Errors and
	Endorsement			ent/Conditi		Omissions
				ons		End.pdf
Approved	Excess Payment	s95080	(7/07)	Endorseme New	0.00	95080 (7-07)
	Exclusion			nt/Amendm		Excess
	Endorsement			ent/Conditi		Payments
				ons		Exclusion
						End.pdf
Approved	Extra Expense	95081	(7/07)	Endorseme New	0.00	95081 (7-07)
	Endorsement			nt/Amendm		Extra
				ent/Conditi		Expense
				ons		End.pdf
Approved	Extra Expense	95082	(7/07)	Endorseme New	0.00	95082 (7-07)
	Coverage			nt/Amendm		Extra
	Restriction			ent/Conditi		Expense
	Endorsement			ons		Coverage
						Restriction
						End.pdf
Approved	Extra Expense -	95083	(7/07)	Endorseme New	0.00	95083 (7-07)

SERFF Tracking Number: AGNY-125422353 State: Arkansas First Filing Company: $AIG\ Casualty\ Company, \dots$ State Tracking Number: EFT \$50

Company Tracking Number: AIC-07-MP-14

TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0007 Other CMP

Liability

Product Name: Unitech Energy Policy - Property All Risk Insurance

Project Name/N	Number: Unitect	h Energy Polic	y - Property Al	l Risk Insurance/AIC-07-MP-14		
	Variable Monthly Sublimits of Liability Endorsement			nt/Amendm ent/Conditi ons		Extra Expense Variable Monthly Sub of Liability.pdf
Approved	Fine Arts Endorsement	95085	(7/07)	Endorseme New nt/Amendm ent/Conditi ons	0.00	95085 (7-07) Fine Arts End.pdf
Approved	Flood Exclusion Endorsement	95086	(7/07)	Endorseme New nt/Amendm ent/Conditi ons	0.00	95086 (7-07) Flood Exclusion End.pdf
Approved	Flood Exclusion at Flood Zone "A and "V" Locations Endorsement	"	(7/07)	Endorseme New nt/Amendm ent/Conditi ons	0.00	95087 (7-07) Flood Exclusion at Flood Zone A&V Locs End.pdf
Approved	Gas Turbine Blade Valuation Endorsement	95088	(7/07)	Endorseme New nt/Amendm ent/Conditi ons	0.00	95088 (7-07) Gas Turbine Blade Valuation End.pdf
Approved	Gas Turbine Generator Endorsement	95089	(7/07)	Endorseme New nt/Amendm ent/Conditi ons	0.00	95089 (7-07) Gas Turbine Generator End.pdf
Approved	Ingress/Egress Endorsement	95090	(7/07)	Endorseme New nt/Amendm ent/Conditi ons	0.00	95090 (7-07) Ingress- Egress End.pdf
Approved	Joint Loss Adjustment Endorsement	95091	(7/07)	Endorseme New nt/Amendm ent/Conditi ons	0.00	95091 (7-07) Joint Loss Adjustment End.pdf

 SERFF Tracking Number:
 AGNY-125422353
 State:
 Arkansas

 First Filing Company:
 AIG Casualty Company, ...
 State Tracking Number:
 EFT \$50

 Company Tracking Number:
 AIC-07-MP-14

 TOI:
 05.0 Commercial Multi-Peril - Liability & Non Sub-TOI:
 05.0007 Other CMP

Liability

Product Name: Unitech Energy Policy - Property All Risk Insurance

Project Name/Number: Unitech Energy Policy - Property All Risk Insurance/AIC-07-MP-14

Project Name/	Number: Unitec	h Energy Polic	y - Property Al	l Risk Insurance/AIC-07-MP-14		
Approved	Merchant Power Sales Exclusion Endorsement	95092	(7/07)	Endorseme New nt/Amendm ent/Conditi ons	0.00	95092 (7-07) Merchant Power Sales Excl End.pdf
Approved	Mobile Equipment Endorsement	95093	(7/07)	Endorseme New nt/Amendm ent/Conditi ons	0.00	95093 (7-07) Mobile Equipment End.pdf
Approved	Molten Material Exclusion Endorsement	95094	(7/07)	Endorseme New nt/Amendm ent/Conditi ons	0.00	95094 (7-07) Molten Material Excl End.pdf
Approved	Mortgagee Endorsement	95095	(7/07)	Endorseme New nt/Amendm ent/Conditi ons	0.00	95095 (7-07) Mortgagee Endpdf
Approved	Mortgagee/Loss Payee/Additional Insured Schedule Endorsement		(7/07)	Endorseme New nt/Amendm ent/Conditi ons	0.00	95096 (7-07) Mortgagee- Loss Payee- Additional Ins Sch End.pdf
Approved	PCB Cleanup Endorsement	95097	(7/07)	Endorseme New nt/Amendm ent/Conditi ons	0.00	95097 (7-07) PCB Cleanup End.pdf
Approved	Premium/Value Adjustment Endorsement	95098	(7/07)	Endorseme New nt/Amendm ent/Conditi ons	0.00	95098 (7-07) Premium- Value Adjustment End.pdf
Approved	Radioactive Contamination - Limited Coverage Endorsement	95099 e	(7/07)	Endorseme New nt/Amendm ent/Conditi ons	0.00	95099 (7-07) Radioactive Contaminati on - Limited Cov End.pdf
Approved	Refractory	95100	(7/07)	Endorseme New	0.00	95100 (7-07)

SERFF Tracking Number: AGNY-125422353 State: Arkansas First Filing Company: $AIG\ Casualty\ Company, \dots$ State Tracking Number: EFT \$50

Company Tracking Number: AIC-07-MP-14

TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0007 Other CMP

Liability

Product Name: Unitech Energy Policy - Property All Risk Insurance

Project Name/N	Number: Unitech	h Energy Polic	y - Property Al	l Risk Insurance/AIC-07-MP-14		
	Exclusion			nt/Amendm		Refractory
	Endorsement			ent/Conditi		Exclusion
				ons		End.pdf
Approved	Refrigeration	95101	(7/07)	Endorseme New	0.00	95101 (7-07)
	Interruption			nt/Amendm		Refrigeration
	Limitation			ent/Conditi		Interruption
	Endorsement			ons		Limitation.pd
						f
Approved	Rental Value	95102	(7/07)	Endorseme New	0.00	95102 (7-07)
	Endorsement			nt/Amendm		Rental Value
				ent/Conditi		Endl.pdf
				ons		
Approved	Reported Values	95103	(7/07)	Endorseme New	0.00	95103 (7-07)
	Endorsement			nt/Amendm		Reported
				ent/Conditi		Values
				ons		End.pdf
Approved	Service	95104	(7/07)	Endorseme New	0.00	95104 (7-07)
	Interruption			nt/Amendm		Service
	Endorsement			ent/Conditi		Interruption
				ons		End.pdf
Approved	Steam Turbine	95105	(7/07)	Endorseme New	0.00	95105 (7-07)
	Generator			nt/Amendm		Steam
	Endorsement			ent/Conditi		Turbine
				ons		Generator
						End.pdf
Approved	Stock Provisional	95106	(7/07)	Endorseme New	0.00	95106 (7-07)
	Endorsement			nt/Amendm		Stock
				ent/Conditi		Provisional
				ons		End.pdf
Approved	Sue and Labor	95107	(7/07)	Endorseme New	0.00	95107 (7-07)
	Endorsement			nt/Amendm		Sue and
				ent/Conditi		Labor
		0=400		ons		End.pdf
Approved	Turbine	95108	(7/07)	Endorseme New	0.00	95108 (7-07)
	Generator			nt/Amendm		Turbine
	Endorsement			ent/Conditi		Generator
				ons		End.pdf

SERFF Tracking Number: AGNY-125422353 State: Arkansas First Filing Company: AIG Casualty Company, ... State Tracking Number: EFT \$50 Company Tracking Number: AIC-07-MP-14 TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0007 Other CMP Liability Unitech Energy Policy - Property All Risk Insurance Product Name: Project Name/Number: Unitech Energy Policy - Property All Risk Insurance/AIC-07-MP-14 Approved Turbine 95109 (7/07)**Endorseme New** 95109 (7-07) 0.00 Generator (Gas nt/Amendm **Turbine** ent/Conditi Generator and Steam) Endorsement (Gas and ons Steam) End.pdf **Endorseme New** Approved Valuable Papers 95111 95111 (7-07) (7/07)0.00 and Records nt/Amendm Valuable Endorsement ent/Conditi Papers and ons Records.pdf Approved Value Adjustment 95112 (7/07)**Endorseme New** 95112 (7-07) 0.00 Endorsement nt/Amendm Value ent/Conditi Adjustment ons End.pdf 95114 (7-07) Approved Water Turbine 95114 **Endorseme New** (7/07)0.00 Generator nt/Amendm Water **Endorsement** ent/Conditi **Turbine** Generator ons End.pdf Approved Wind 95115 **Endorseme New** 95115 (7-07) (7/07)0.00 Endorsement nt/Amendm Wind ent/Conditi End.pdf ons Approved Worldwide 95883 95883 (9-07) (9/07)**Endorseme New** 0.00 **Territory** nt/Amendm Worldwide **Endorsement** ent/Conditi **Territory** ons End.pdf Approved **Business** 95884 **Endorseme New** 95884 (9-07) (9/07)0.00 nt/Amendm Interruption -**Business Gross Earnings** ent/Conditi Interruption For the Power ons Gross Generation Earnings PG Ind Payroll **Industry Ordinary** Payroll Coverage Cov Ltd - Limited End.pdf Endorsement Approved **Business** 95890 **Endorseme New** 95890 (9-07) (9/07)0.00

SERFF Tracking Number: AGNY-125422353 State: Arkansas First Filing Company: $AIG\ Casualty\ Company, \dots$ State Tracking Number: EFT \$50 Company Tracking Number: AIC-07-MP-14

TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0007 Other CMP

Liability

Product Name: Unitech Energy Policy - Property All Risk Insurance

Project Name/N	lumber: Unitecl	h Energy Policy	y - Property Ali	l Risk Insurance/AIC-07-MP-14		
	Interruption - Gross Earnings for the Power Generation Industry Ordinary Payroll Coverage Endorsement			nt/Amendm ent/Conditi ons		Business Interruption Gross Earnings for PG Ind Payroll Cov End.pdf
Approved	Schedule of Locations Endorsement	95891	(9/07)	Endorseme New nt/Amendm ent/Conditi ons	0.00	95891 (9-07) Schedule of Locations End.pdf
Approved	Coverage Added to Location Endorsement	95892	(9/07)	Endorseme New nt/Amendm ent/Conditi ons	0.00	95892 (9-07) Coverage Added to Location End.pdf
Approved	Political Risk Exclusion Endorsement	95893	(9/07)	Endorseme New nt/Amendm ent/Conditi ons	0.00	95893 (9-07) Political Risk Exclusion End.pdf
Approved	Property All Risk Insurance - Policy		(7/07)	Policy/CoveNew rage Form	0.00	95041 (7-07) Property All Risk Insurance Policy.pdf
Approved	Arkansas Changes	83958	(1/04)	Endorseme New nt/Amendm ent/Conditi ons	0.00	83958 (1-04) Arkansas Changes Endorsemen t.pdf
Approved	Arkansas Amendatory Endorsement	52131	(11/03)	Endorseme New nt/Amendm ent/Conditi ons	0.00	52131 (11- 03) AR Amendatory Endorsemen t.pdf
Approved	Arkansas Changes	83958	(3/08)	Endorseme Replaced nt/Amendm	Replaced Form #:0.00 83958 (1/04)	83958(3-08) Arkansas

Company Tracking Number: AIC-07-MP-14

TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0007 Other CMP

Liability

Product Name: Unitech Energy Policy - Property All Risk Insurance

Project Name/Number: Unitech Energy Policy - Property All Risk Insurance/AIC-07-MP-14

Endorsement ent/Conditi Previous Filing #: Changes

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70 Pine Street, New York, New York 10270 (212) 770-7000

☐ AIG Casualty Company	☐ New Hampshire Insurance Company
☐ National Union Fire Insurance Company of Pittsburgh, Pa.	☐ The Insurance Company of the State of Pennsylvania

(each of the above being a capital stock company)

(This policy is issued only by the insurance company indicated by the box checked above.)

UNITECH® ENERGY POLICY PROPERTY ALL RISK INSURANCE DECLARATIONS

Named Insured	
Mailing Address	
Policy Number	
Term of Insurance	12:01 AM to 12:01 AM
Issue Date	
Annual Premium Premium Due Now	\$ \$
Locations Covered	See Schedule of Locations
Policy Limit of Liability	\$

UNITECH® Declarations (continued)

Named Insured		
Policy Number		Issue Date:
Effective Date		
COVERAGES		SUBLIMITS
Earth Movement	\$	Annual Aggregate
Flood	\$	Annual Aggregate
Newly Acquired Locations	\$	
Demolition/Increased Cost of Construction	\$	
Expediting Expense	\$	•
Hazardous Substances or Contaminants	\$	
Miscellaneous Unnamed Locations	\$	
Transit	\$	
Additio	nal Sublimits:	
	\$	
	\$	
	\$	
	\$	
DED	UCTIBLES	
Property Damage:	\$	
4 2200	al Daduatibles:	

95042 (7/07)

. "3	UNITECH® Declarations	(continued)	
Named Insured			
Policy Number		Issue Date:	
Effective Date			
This Policy is ma	ade up of these Declarations and the following	g Schedules, Forms and Endorsemen	ıts
Endorsement No.	<u>Description</u>	Co. Form No	:
	Schedule of Locations	EUN SCHLOC 12	297
·			
	Authorized Representative for the Company	Date	

95042 (7/07)

Accounts Receivable

Named Insured

Policy Number

Endorsement No. . .

Issue Date.....

Effective Date

Canceling Endt. No.

Endt Premium (Annual) Incl. In Policy. . .

Premium Due

This policy is extended to cover any shortage in collection of accounts receivable, resulting from direct physical loss or damage insured against by this policy to the Insured's books of account or other records, subject to the following conditions:

- A. In the event of loss hereunder, the Insured shall use all reasonable diligence and dispatch, including legal action, if necessary, to effect collection of outstanding accounts receivable, the records for which have been destroyed, and the extra cost, if any, incurred thereby shall constitute a claim to the extent that it reduces the loss hereunder. This Company shall also be liable for interest charges on any loan to offset impaired collections pending repayment of such sum uncollectible as the result of such damage or destruction.
- **B.** Unearned interest and service charges on deferred payment accounts and normal credit losses on bad debts shall be deducted in determining the recovery hereunder.
- C. The settlement of any loss hereunder shall be made within ninety (90) days from the date of such damage or destruction, and all amounts recovered by the Insured on accounts receivable outstanding at the time of such damage or destruction shall belong, and be paid to, this Company by the Insured up to a total not exceeding the amount of loss paid hereunder, but all recoveries in excess of that amount shall belong to the Insured.
- **D.** In the event it is possible to reconstruct the Insured's accounts receivable records after they have been damaged or destroyed so that no shortage in collection of accounts receivable is sustained, this Company shall be liable only for the cost of material and time required, with the exercise of due diligence and dispatch, to re-establish or reconstruct such accounts receivable records, but only so far as not covered by any other form of insurance.
- E. This endorsement does not apply to loss due to bookkeeping, accounting or billing errors or omissions, or errors or omissions in machine programming or instructions to machines, or computer error or malfunction of any kind or nature.

Accounts Receivable

- **F.** This endorsement does not apply to loss due to alteration, falsification, manipulation, concealment, destruction or disposal of accounts receivable records committed to conceal the wrongful giving, taking, obtaining or withholding of money, securities or other property, but only to the extent of such wrongful giving, taking, obtaining or withholding.
- **G.** The Insured agrees to use any suitable property or service owned or controlled by the Insured or obtainable from other sources in reducing the loss under this endorsement.

The Company's total liability under this provision shall be limited to the amount of the Sublimit of Liability for Accounts Receivable specified in the Declarations, as more fully explained in the Limits and Sublimits of Liability Condition of this policy.

Actual Cash Value

Named Insured		
Policy Number	Endorsement No	
	Issue Date	
Effective Date / /	Canceling Endt. No.	
Endt Premium (Annual) Incl. In Policy	Premium Due	

It is agreed that the following is hereby added to the Valuation Clause in the Conditions section of the policy:

On the following property actual cash value with proper deduction for depreciation, but not to exceed the cost to repair or replace the property with material of like kind and quality.

Property:

Actual Cash Value on Transformers

Named Insúred		
Policy Number	Endorsement No	
·	Issue Date	
Effective Date / /	Canceling Endt. No.	
Endt Premium (Annual) Incl. In Policy	Premium Due	

In addition to any other provisions of the Valuation condition of the policy, it is agreed that as respects transformers which were built 20 years or more prior to the date of loss, or have not been completely rewound within the past 20 years as of the date of loss, the Company shall not be liable for more than the actual cash value of the transformer, in accordance with the following depreciation schedule.

Age of transformer or number of years since last complete rewind (based on the lower of the two):

20 years	60% depreciation
21 years	63% depreciation
22 years	66% depreciation
23 years	69% depreciation
24 years	72% depreciation
25 years or more	75% depreciation

Amending Named Insured

Named Insured		
Policy Number	Endorsement No	
	Issue Date	
Effective Date / /	Canceling Endt. No.	
Endt Premium (Annual) Incl. In Policy	Premium Due	

It is hereby agreed that the Named Insured as shown in the policy is amended to read as follows:

Boiler and Machinery Definition

Named Insured		
Policy Number	Endorsement No Issue Date	
Effective Date / /	Canceling Endt. No.	
Endt Premium (Annual) Incl. In Policy	Premium Due	

The following is hereby added to the Definitions section of the policy:

The term Boiler and Machinery, as used in this policy, means that form of Occurrence that is an Accident to an Object, as defined in this endorsement.

1. Accident

- a. The term Accident shall mean a sudden and accidental breakdown of an Object, or any part thereof, which manifests itself at the time of its occurrence by physical damage to the Object that necessitates repair or replacement of the Object or part thereof; but Accident shall not mean:
 - i) the breakdown of any structure or foundation supporting the Object, or any part thereof; or
 - ii) an explosion of gas or unconsumed fuel within the furnace of any Object, or within the passages from the furnace of said Object to the atmosphere, whether or not such explosion (a) is contributed to, or aggravated by, an Accident to any part of said Object that contains steam or water, or (b) is caused in whole or in part, directly or indirectly, by an Accident to any Object or part thereof; nor shall the Company be liable for any loss from an Accident caused directly or indirectly by such explosion; or
 - iii) explosion of any Object other than:
 - a) any steam boiler, steam piping, steam turbine, gas turbine, steam engine, or
 - b) any machine when such loss is caused by centrifugal force or mechanical breakdown.

2. Object

Except as otherwise specifically designated herein, the term Object shall mean:

a. any boiler, any fired vessel, any unfired vessel subject to vacuum or internal pressure other than static pressure of contents; any refrigerating system, or any piping and its accessory equipment, and including any boiler or pressure vessel mounted on mobile equipment; and

Boiler and Machinery Definition

- b. any mechanical or electrical machine or electrical apparatus used for the generation, transmission or utilization of mechanical or electrical power;
- c. but Object shall not include:
 - i) any boiler setting; or
 - ii) any insulating or refractory material; or
 - iii) any sewer piping, any underground gas piping, any piping forming a part of a sprinkler system or any water piping other than:
 - a) feed water piping between any boiler and its feed pumps or injectors; or
 - b) boiler condensate return piping; or
 - iv) any structure or foundation, other than a bedplate of a machine; or
 - v) any penstock or draft tube; or
 - vi) part of a boiler, fired vessel or electric steam generator that does not contain steam or water; or
 - vii) as respects any gas turbine of the internal combustion type, the combustor of such Object shall not be considered to be a furnace as the word is used in the Definition of Accident.

3. Exclusions

This endorsement shall not apply to loss caused by or resulting from:

- a. fire concomitant with or following an Accident or from the use of water or other means to extinguish fire, or
- b. fire outside any electrical machine or electrical apparatus concomitant with or following an Accident or from the use of water or other means to extinguish fire; or
- c. an Accident caused directly or indirectly by fire or from the use of water or other means to extinguish fire; or
- d. a combustion explosion outside any Object concomitant with or following an Accident; or
- e. an Accident caused directly or indirectly by a combustion explosion outside any Object; or
- f. Flood, Earth Movement, wind, hail, weight of ice or snow, freezing caused by cold weather, or lightning;

Boiler and Machinery Definition

- g. an explosion within the furnace of any chemical recovery-type boiler or within the passages from the furnace to the atmosphere, whether or not such explosion:
 - (1) is contributed to or aggravated by an Accident to any part of said boiler that contains steam or water, or
 - (2) is caused in whole or in part, directly or indirectly, by an Accident to any Object or part thereof.

4. Special Provisions

1. When a vessel uses a heat transfer medium other than water or steam, this medium or its vapor will be considered as substitutes for the words "water or steam."

Named Insured		
Policy Number	Endorsement No	
•	Issue Date	
Effective Date / /	Canceling Endt. No.	
Endt Premium (Annual) Incl. In Policy	Premium Due	

A. INSURING AGREEMENT

The policy to which this Time Element endorsement is attached is extended to cover loss directly resulting from the necessary interruption of the business incurred by the Insured during the Period of Interruption. This loss must result directly from direct physical loss or damage insured against by this policy. In addition, the loss or damage must be to property not otherwise excluded by this policy, utilized by the Insured, and located at Premises Described in the Declarations.

1. Actual Loss Sustained

The Company agrees to pay the Insured the amount of Actual Loss Sustained resulting directly from the necessary interruption of business caused by direct physical loss or damage insured herein.

The term Actual Loss Sustained shall mean the sum of:

- a. loss of net profits on the business prevented, and
- **b.** that part of the following fixed charges and expenses which the business did not earn, but would have earned, had the insured direct physical loss or damage not occurred:
 - (1) salaries and wages of officers, executives, department managers, employees under contract (except that employees subject to a collective bargaining agreement are not "under contract" as used herein) and other essential employees, pensions and directors' fees, but not including the Insured's ordinary payroll expense; and
 - (2) manufacturing, selling, administrative expenses and any other item contributing to the overhead expenses of the Insured.

2. Expenses

The Company agrees to pay the amount of expense, over and above normal operating expense, which is necessarily incurred by the Insured or the Company to reduce or avert interruption of business, but only to the extent that the total amount which otherwise would have been paid is thereby reduced. All extra expenses so incurred shall be a part of, and not in addition to, the Limit of Liability specified in condition C.7. of this endorsement.

B. EXCLUSIONS

The Company shall not be liable for any Actual Loss Sustained:

- 1. For any time during which business would not, or could not, have been conducted had direct physical loss or damage to the Premises Described in the Declarations, as insured against hereunder, not occurred.
- 2. Resulting from damage to finished products manufactured by the Insured, nor for the time required for their reproduction.
- 3. Resulting from loss or damage to property in transit or property in the course of construction.
- 4. Resulting from loss or damages for breach of contract or for late or noncompletion of orders.
- 5. Resulting from the suspension, cancellation or lapse of any contract, license, lease or order except that the Company will be liable under this endorsement for only such loss as affects the Insured's earnings during, and limited to, the Period of Interruption covered under this endorsement.

C. CONDITIONS

1. Period of Interruption

The liability of the Company under this endorsement shall be limited to the Period of Interruption. The term Period of Interruption shall mean:

a. the length of time as would be required, with the exercise of due diligence and dispatch, to rebuild, repair or replace such described property as has been lost or damaged with materials of like kind, size, capacity and quality. It shall also include such additional time required to make it ready for operations under the same or equivalent physical operating conditions that existed prior to the direct physical loss or damage, unless otherwise provided in this endorsement. The Period of Interruption shall not include any additional time required for making changes to buildings, equipment or contents, regardless of the reason(s) for the changes, except as provided for in the Demolition and Increased Cost of Construction provision of the Additional Coverages section, nor does it include any additional time required for restaffing or retraining employees or for delay of any kind caused by labor disputes including strikes; and

- **b.** such additional time as may be required, with the exercise of due diligence and dispatch, to repair or replace damaged or destroyed valuable papers and records, but not to exceed the time that would be required for transcription from originals or duplicates, whether or not the originals or duplicates are available; and
- c. such additional time as may be required, with the exercise of due diligence and dispatch, to repair or replace damaged or destroyed media, data and programming for electronic and electromechanical data processing and production equipment, but not to exceed the time that would be required for reproduction from duplicates or from the previous generation of the data, whether or not the duplicates or previous generation are available.

The liability of the Company under this endorsement shall not be limited by the expiration of this policy.

2. Deductibles

In addition to the Deductible Condition of this policy, the following may also apply:

If a number of hours/days apply as a Time Element deductible, then this Company shall not be liable for any losses under this Time Element endorsement occurring during the specified number of hours/days immediately following the Occurrence.

If a multiple of the Average Daily Value deductible is indicated for Time Element coverage, then the deductible amount shall be calculated as follows. With respect to any loss or expense for which the Company would be liable under the Time Element coverage(s), there shall first be deducted the amount obtained by multiplying the Average Daily Value for the affected location(s) at the time of such loss by the factor shown in the Declarations of the policy. The Average Daily Value will be determined by dividing the actual amount of net profits, fixed charges and expenses that would have been earned had no loss occurred by the actual number of working days, had no loss occurred, during the period of interruption, with due consideration being given to the experience of the business before the loss and the probable experience thereafter.

3. Interruption by Civil Authority

This policy is also extended to include the Actual Loss Sustained by the Insured, during the length of time not exceeding two (2) consecutive weeks, when access to or from Premises Described in the Declarations is specifically prohibited by order of civil or military authority. Such prohibition must be as a direct result of a peril not otherwise excluded to property of a type not otherwise excluded.

4. Impounded Water

In the event that water used as a raw material or for power or for other manufacturing purpose, stored behind dams or in reservoirs situated on the described premises, is released from storage as the result of damage as insured against hereunder, to such dam or reservoir, or equipment connected therewith, this endorsement covers loss, if any, caused by lack of adequate water supply from such sources. The length of time shall be limited to no more than thirty (30) consecutive days, after such length of time as would be required, with the exercise of due diligence and dispatch, to repair or replace the damaged dam, reservoir or equipment. Nothing herein shall imply that any direct physical loss or damage to any such dam, reservoir or equipment is covered by any other provision of this policy.

5. Resumption of Operations

As soon as possible after the direct physical loss or damage, the Insured, with due diligence and dispatch, shall resume business, in whole or in part, and make up lost business within a reasonable period of time (not to be limited to the Period of Interruption) through the use of every available means, including surplus machinery, duplicate parts, equipment, supplies, surplus or reserve stock, owned or controlled or obtainable from other sources, and through working extra time or overtime at the specified premises or at such other premises acquired for the purpose. The Company may take such means as will, in the opinion of the Company, reduce or avert interruption of business on the premises or supply the functions of the premises in some other way.

6. Experience of the Business

In determining the amount payable under this endorsement, due consideration shall be given to the experience of the business before the Period of Interruption and the probable experience thereafter had no interruption of business occurred.

In the event the Insured would have experienced an operating deficit had no Period of Interruption occurred:

- a. the amount of fixed charges included in the Actual Loss Sustained shall be determined by subtracting the operating deficit from the fixed charges that necessarily continue; and
- **b.** the amount of payroll included in the Actual Loss Sustained shall be determined by subtracting the excess, if any, of the operating deficit over the fixed charges that necessarily continue from such payroll.

7. Liability

The Company's total liability under this provision shall be limited to the amount of the Limit or Sublimit of Liability for this endorsement as specified in the Declarations, as more fully described in the Limits and Sublimits of Liability Condition of this policy.

8. Reports of Values

Within ninety (90) days of each anniversary, the Insured shall file with this Company a statement of the actual net profits, fixed charges and expenses for the Insured's most recently ended fiscal year and a statement of estimated net profits, fixed charges and expenses for the subsequent fiscal year.

In the event the Insured fails to furnish the above statement(s) of Actual Loss Sustained which are acceptable to this Company, then the Company shall not be liable under this endorsement for the payment of a greater proportion of the amount of Actual Loss Sustained (subject to the Exclusions and Conditions of this endorsement), resulting from any one Occurrence, than the "Annual Value" expressed in the Reported Values endorsement bears to the estimated amount of Net Profits, Fixed Charges and Expenses, as referred to in the definition of "Actual Loss Sustained," that would have been earned, had no loss occurred, during the twelve (12) months immediately following the date of the loss. Due consideration shall be given to the experience of the business before the loss and the probable experience thereafter.

Business Interruption - Actual Loss Sustained Coinsurance Clause

Named Insured		
Policy Number	Endorsement No	
	Issue Date	
Effective Date / /	Canceling Endt. No.	
Endt Premium (Annual) Incl. In Policy	Premium Due	

It is agreed that the Report of Values clause under the Conditions section of the Business Interruption - Actual Loss Sustained endorsement is hereby deleted and the following substituted therefor:

Coinsurance

The Company shall not be liable under this endorsement for the payment of a greater proportion of the amount of Actual Loss Sustained (subject to the Exclusions and Conditions of this endorsement), resulting from any one Occurrence, than the "Annual Value" expressed in the Reported Values endorsement bears to the estimated amount of Net Profits, Fixed Charges and Expenses, as referred to in the definition of "Actual Loss Sustained," that would have been earned, had no loss occurred, during the twelve (12) months immediately following the date of the loss. Due consideration shall be given to the experience of the business before the loss and the probable experience thereafter.

Business Interruption - Actual Loss Sustained Ordinary Payroll Coverage

Named Insured		
Policy Number	Endorsement No	
·	Issue Date	
Effective Date / /	Canceling Endt. No.	
Endt Premium (Annual) Incl. In Policy	Premium Due	

It is agreed that Item b.(1) of paragraph A.1. of the Business Interruption Actual Loss Sustained endorsement of the policy is hereby deleted and the following substituted therefor:

(1) salaries and wages of officers, executives, department managers, employees under contract and other essential employees, pensions and directors' fees, including the Insured's ordinary payroll expense which must necessarily continue.

Business Interruption - Actual Loss Sustained Ordinary Payroll Coverage - Limited

rsement No Date
eling Endt. No.
n Due

It is agreed that Item b.(1) of paragraph A.1. of the Business Interruption Actual Loss Sustained endorsement of the policy is hereby deleted and the following substituted therefor:

(1) Salaries and wages of officers, executives, department managers, employees under contract and other essential employees, pensions and directors' fees, including _____ consecutive days of the Insured's ordinary payroll expense.

Business Interruption Extended Period of Indemnity

Named Insured		
Policy Number	Endorsement No	
Effective Date / /	Issue Date	
Endt Premium (Annual) Incl. In Policy	Premium Due	

The policy to which this endorsement is attached is extended to cover the actual loss sustained by the Insured due to consequential reduction in sales resulting directly from the interruption of business, as covered by this policy, for such additional length of time as would be required with the exercise of due diligence and dispatch to restore the Insured's business to the condition that would have existed had no loss occurred, commencing with the date on which the liability of this Company for loss resulting from interruption of business would terminate if this endorsement had not been attached to this policy, but in no event for more than _____ consecutive days from said commencement date.

The liability of the Company under this endorsement:

- 1. Shall not be limited by the expiration of this policy, and
- 2. Shall be part of and not in addition to the Limit or Sublimit of Liability specified in the Declarations.

Named Insured		
Policy Number	Endorsement No	
	Issue Date	
Effective Date / /	Canceling Endt. No.	
Endt Premium (Annual) Incl. In Policy	Premium Due	

A. INSURING AGREEMENT

The policy to which this Time Element endorsement is attached is extended to cover loss directly resulting from the necessary interruption of business incurred by the Insured during the Period of Interruption. This loss must result directly from direct physical loss or damage insured against by this policy. In addition, the loss or damage must be to property not otherwise excluded by this policy, utilized by the Insured, and located at Premises Described in the Declarations.

1. Reduction in Gross Earnings

The Company agrees to pay the Insured the amount of actual loss sustained resulting directly from such interruption of business, but not exceeding the reduction in Gross Earnings less charges and expenses that do not necessarily continue during such Period of Interruption, as defined below.

The term Gross Earnings shall mean the sum of:

- a. total net sales value of production (manufacturing operations), and
- b. total net sales of merchandise (mercantile operations), and
- c. other earnings derived from operations of the business,

less the cost of:

- d. raw stock from which such production is derived, and
- e. supplies consisting of materials consumed directly in the conversion of such raw stock into finished stock, or in supplying the service(s) sold by the Insured, and
- f. merchandise sold, including packaging materials therefor, and
- g. services purchased from outsiders (not employees of the Insured) for resale which do not continue under contract, and
- h. any other non-continuing expenses or expenditures, and
- i. the entire payroll for all employees of the Insured, except officers, executives, department managers, employees under contract and other essential employees and pensions and directors' fees. However, employees subject to a collective bargaining agreement are not "under contract," as used herein.

No other costs shall be deducted in determining Gross Earnings.

Any amount recovered under property damage coverage at selling price for loss or damage to merchandise will be considered to have been sold to the Insured's regular customers and will be credited against net sales.

2. Expenses

The Company agrees to pay the amount of expense, over and above normal operating expense, which is necessarily incurred by the Insured or the Company to reduce or avert interruption of business, but only to the extent that the total amount which otherwise would have been paid is thereby reduced. All extra expenses so incurred shall be a part of, and not in addition to, the Limit of Liability specified in condition C.7. of this endorsement.

B. EXCLUSIONS

This Company shall not be liable for any reduction in Gross Earnings:

- 1. For any time during which business would not, or could not, have been conducted had direct physical damage to the Premises Described in the Declarations, as insured against hereunder, not occurred.
- 2. Resulting from damage to finished products manufactured by the Insured, nor for the time required for their reproduction.
- 3. Resulting from loss or damage to property in transit or property in the course of construction.
- 4. Resulting from loss or damages for breach of contract or for late or noncompletion of orders.
- 5. Resulting from the suspension, cancellation or lapse of any contract, license, lease or order except that the Company will be liable under this endorsement for only such loss as affects the Insured's earnings during, and limited to, the Period of Interruption covered under this endorsement.

C. CONDITIONS

1. Period of Interruption

The liability of the Company under this endorsement shall be limited to the Period of Interruption. The term Period of Interruption means:

a. the length of time as would be required, with the exercise of due diligence and dispatch, to rebuild, repair or replace such described property as has been lost or damaged with materials of like kind, size, capacity and quality. It shall also include such additional time required to make such property ready for operations under the same or equivalent physical operating conditions that existed prior to the direct physical loss or damage, unless otherwise provided in this endorsement. The Period of Interruption shall not include any additional time required for making changes to the buildings, equipment or contents, regardless of the

- reason(s) for the changes, except as provided for in the Demolition and Increased Cost of Construction provision of the Additional Coverages section, nor does it include any additional time required for restaffing or retraining employees or delay of any kind caused by labor disputes including strikes; and
- b. such additional time as may be required, with the exercise of due diligence and dispatch, to repair or replace damaged or destroyed valuable papers and records, but not to exceed the time that would be required for transcription from originals or duplicates, whether or not the originals or duplicates are available; and
- c. such additional time as may be required, with the exercise of due diligence and dispatch, to repair or replace damaged or destroyed media, data and programming for electronic and electromechanical data processing and production equipment, but not to exceed the time that would be required for reproduction from duplicates or from the previous generation of the data, whether or not the duplicates or previous generation are available.

The liability of the Company under this endorsement shall not be limited by the expiration of this policy.

2. Deductibles

In addition to the Deductible Condition of this policy, the following may also apply:

If a number of hours/days apply as a Time Element deductible, then this Company shall not be liable for any losses under this Time Element endorsement occurring during the specified number of hours/days immediately following the Occurrence.

If a multiple of the Average Daily Value deductible is indicated for Time Element coverage, then the deductible amount shall be calculated as follows. With respect to any loss or expense for which the Company would be liable under the Time Element coverage(s), there shall first be deducted the amount obtained by multiplying the Average Daily Value for the affected location(s) at the time of such loss by the factor shown in the Declarations of the policy. The Average Daily Value will be determined by dividing the actual Gross Earnings less costs that would have been earned had no loss occurred by the actual number of working days, had no loss occurred, during the period of interruption, with due consideration being given to the experience of the business before the loss and the probable experience thereafter.

3. Interruption by Civil Authority

This policy is also extended to include the reduction in Gross Earnings incurred by the Insured during the length of time not exceeding two (2) consecutive weeks, when access to or from such Premises Described in the Declarations is specifically prohibited by order of civil or military authority. Such prohibition must be as a direct result of a peril not otherwise excluded to property of a type not otherwise excluded.

4. Impounded Water

In the event that water used as a raw material or for power or for other manufacturing purpose, stored behind dams or in reservoirs situated on the described premises, is released from storage as the result of damage as insured against hereunder, to such dam or reservoir, or equipment connected therewith, this endorsement covers loss, if any, caused by lack of adequate water supply from such sources. The length of time shall be limited to not more than thirty (30) consecutive days, after such length of time as would be required, with the exercise of due diligence and dispatch, to repair or replace the damaged dam, reservoir or equipment. Nothing herein shall imply that any direct physical loss or damage to any such dam, reservoir or equipment is covered by any other provision of this policy.

5. Resumption of Operations

As soon as possible after the direct physical loss or damage, the Insured, with due diligence and dispatch, shall resume business, in whole or in part, and make up lost business within a reasonable period of time (not to be limited to the Period of Interruption) through the use of every available means, including surplus machinery, duplicate parts, equipment, supplies, surplus or reserve stock, owned or controlled or obtainable from other sources, and through working extra time or overtime at the specified premises, or at such other premises acquired for the purpose. The Company may take such means as will, in the opinion of the Company, reduce or avert interruption of business on the premises or supply the functions of the premises in some other way.

6. Experience of the Business

In determining the amount payable under this endorsement, due consideration shall be given to the experience of the business before the Period of Interruption and the probable experience thereafter had no interruption of business occurred.

7. Liability

The Company's total liability under this provision shall be limited to the amount of the Limit or Sublimit of Liability for this endorsement as specified in the Declarations, as more fully described in the Limits and Sublimits of Liability Condition of this policy.

8. Report of Values

Within ninety (90) days of each anniversary, the Insured shall file with this Company a statement of the actual Gross Earnings for the Insured's most recently ended fiscal year and a statement of estimated Gross Earnings for the subsequent fiscal year.

In the event the Insured fails to furnish the above statement(s) of Gross Earnings which are acceptable to this Company, then the Company shall not be liable under this endorsement for the payment of a greater proportion of the amount of the reduction in Gross Earnings (subject to the Exclusions and Conditions of this endorsement), resulting from any one Occurrence than the "Annual Value" expressed in the Reported Values endorsement bears to the estimated amount of Gross Earnings that would have been earned, had no loss occurred during the twelve (12) months immediately following the date of the loss. Due consideration shall be given to the experience of the business before the loss and the probable experience thereafter.

Business Interruption - Gross Earnings Coinsurance Clause

Named Insured		
Policy Number	Endorsement No	
	Issue Date	
Effective Date / /	Canceling Endt. No.	
Endt Premium (Annual) Incl. In Policy	Premium Due	

It is agreed that the Report of Values clause under the Conditions section of the Business Interruption - Gross Earnings endorsement is hereby deleted and the following substituted therefor:

Coinsurance

The Company shall not be liable under this endorsement for the payment of a greater proportion of the amount of reduction in Gross Earnings (subject to the Exclusions and Conditions of this endorsement), resulting from any one Occurrence, than the "Annual Value" expressed in the Reported Values endorsement bears to the estimated amount of Gross Earnings that would have been earned, had no loss occurred, during the twelve (12) months immediately following the date of the loss. Due consideration shall be given to the experience of the business before the loss and the probable experience thereafter.

Named Insured		
Policy Number	Endorsement No	
	Issue Date	
Effective Date / /	Canceling Endt. No.	
Endt Premium (Annual) Incl. In Policy	Premium Due	

A. INSURING AGREEMENT

The policy to which this Time Element Endorsement is attached is extended to cover loss directly resulting from the necessary interruption of business incurred by the Insured during the Period of Interruption. This loss must result directly from direct physical loss or damage insured against by this policy. In addition, the loss or damage must be to property not otherwise excluded by this policy, utilized by the Insured, and located at Premises Described in the Declarations.

1. Reduction in Gross Earnings

The Company agrees to pay the Insured the amount of actual loss sustained resulting directly from such interruption of business, but not exceeding the reduction in Gross Earnings less charges and expenses that do not necessarily continue during such Period of Interruption, as defined below.

The term Gross Earnings shall mean the sum of:

- a. total net electrical power sales, thermal sales, steam sales, and
- b. total net proceeds from Capacity Payments and Bonus Payments, and
- c. other earnings derived from operations of the business,

less the cost of:

- d. fuel supplies from which power production is derived, and
- e. supplies consisting of materials consumed directly in the conversion of raw materials into power production, or in supplying the service(s) sold by the Insured, and
- f. services purchased from outsiders (not employees of the Insured) for resale which do not continue under contract, and
- g. any other non-continuing expenses or expenditures, and
- h. the entire payroll for all employees of the Insured, except officers, executives, department managers, employees under contract and other essential employees and pensions and directors' fees. However, employees subject to a collective bargaining agreement are not "under contract," as used herein.

No other costs shall be deducted in determining Gross Earnings.

2. Expenses

The Company agrees to pay the amount of expense, over and above normal operating expense, which is necessarily incurred by the Insured or the Company to reduce or avert interruption of business, but only to the extent that the total amount which otherwise would have been paid is thereby reduced. All extra expenses so incurred shall be a part of, and not in addition to, the Limit of Liability specified in condition C.7. of this Endorsement.

B. EXCLUSIONS

This Company shall not be liable for any reduction in Gross Earnings:

- 1. For any time during which business would not, or could not, have been conducted had direct physical damage to the Premises Described in the Declarations, as insured against hereunder, not occurred.
- 2. Resulting from damage to finished products manufactured by the Insured, nor for the time required for their reproduction.
- 3. Resulting from loss or damage to property in transit or property in the course of construction.
- 4. Resulting from loss or damages for breach of contract or for late or noncompletion of orders.
- 5. Resulting from the suspension, cancellation or lapse of any license, lease, contract, power purchase agreement or order except that the Company will be liable under this Endorsement for only such loss as affects the Insured's earnings during, and limited to, the Period of Interruption covered under this Endorsement.
- 6. Resulting from the loss of Capacity Payments or Bonus Payments incurred by the insured after the Period Of Interruption causing, or contributing to such loss. The calculation of any recoverable Capacity Payments or Bonus Payments shall be limited to the Period of Interruption, and shall exclude any retroactive or future Capacity or Bonus Payments.
- 7. Resulting from the loss of Capacity Payments or Bonus Payments incurred by the insured that are not a direct result of any Occurrence.
- 8. Resulting from any Liquidated Damages or Excess Rate Repayments that become owed by the insured.

C. CONDITIONS

1. Period of Interruption

The liability of the Company under this Endorsement shall be limited to the Period of Interruption. The term Period of Interruption means:

- a. the length of time as would be required, with the exercise of due diligence and dispatch, to rebuild, repair or replace such described property as has been lost or damaged with materials of like kind, size, capacity and quality. It shall also include such additional time required to make such property ready for operations under the same or equivalent physical operating conditions that existed prior to the direct physical loss or damage, unless otherwise provided in this Endorsement. The Period of Interruption shall not include any additional time required for making changes to the buildings, equipment or contents, regardless of the reason(s) for the changes, except as provided for in the Demolition and Increased Cost of Construction provision of the Additional Coverages section, nor does it include any additional time required for restaffing or retraining employees or delay of any kind caused by labor disputes including strikes; and
- b. such additional time as may be required, with the exercise of due diligence and dispatch, to repair or replace damaged or destroyed valuable papers and records, but not to exceed the time that would be required for transcription from originals or duplicates, whether or not the originals or duplicates are available; and
- c. such additional time as may be required, with the exercise of due diligence and dispatch, to repair or replace damaged or destroyed media, data and programming for electronic and electromechanical data processing and production equipment, but not to exceed the time that would be required for reproduction from duplicates or from the previous generation of the data, whether or not the duplicates or previous generation are available.

The liability of the Company under this Endorsement shall not be limited by the expiration of this policy.

2. Deductibles

In addition to the Deductible Condition of this policy, the following may also apply:

If a number of hours/days apply as a Time Element deductible, then this Company shall not be liable for any losses under this Time Element endorsement occurring during the specified number of hours/days immediately following the Occurrence. Also, if a number of hours/days apply as a Time Element deductible then that deductible shall also apply directly to the loss of Capacity or Bonus Payments.

If a multiple of the Average Daily Value deductible is indicated for Time Element coverage, then the deductible amount shall be calculated as follows. With respect to any loss or expense for which the Company would be liable under the Time Element Coverage(s), there shall first be deducted the amount obtained by multiplying the Average Daily Value for the affected location(s) at the time of such loss by the factor shown in the Declarations of the policy. The

Average Daily Value will be determined by dividing the actual Gross Earnings less costs that would have been earned had no loss occurred by the actual number of working days, had no loss occurred, during the period of interruption, with due consideration being given to the experience of the business before the loss and the probable experience thereafter.

If a Dollar deductible or multiple of the Average Daily Value deductible is indicated for Time Element coverage, then that deductible shall also apply directly to the loss of Capacity or Bonus Payments. We will first subtract the deductible amount shown in the policy from the amount we would otherwise pay.

3. Interruption by Civil Authority

This policy is also extended to include the reduction in Gross Earnings incurred by the Insured during the length of time not exceeding two (2) consecutive weeks, when access to or from such Premises Described in the Declarations is specifically prohibited by order of civil or military authority. Such prohibition must be as a direct result of a peril not otherwise excluded to property of a type not otherwise excluded.

4. Impounded Water

In the event that water used as a raw material or for power or for other manufacturing purpose, stored behind dams or in reservoirs situated on the described premises, is released from storage as the result of damage as insured against hereunder, to such dam or reservoir, or equipment connected therewith, this Endorsement covers loss, if any, caused by lack of adequate water supply from such sources. The length of time shall be limited to not more than thirty (30) consecutive days, after such length of time as would be required, with the exercise of due diligence and dispatch, to repair or replace the damaged dam, reservoir or equipment. Nothing herein shall imply that any direct physical loss or damage to any such dam, reservoir or equipment is covered by any other provision of this policy.

5. Resumption of Operations

As soon as possible after the direct physical loss or damage, the Insured, with due diligence and dispatch, shall resume business, in whole or in part, and make up lost business within a reasonable period of time (not to be limited to the Period of Interruption) through the use of every available means, including surplus machinery, duplicate parts, equipment, supplies, surplus or reserve stock, owned or controlled or obtainable from other sources, and through working extra time or overtime at the specified premises, or at such other premises acquired for the purpose. The Company may take such means as will, in the opinion of the Company, reduce or avert interruption of business on the premises or supply the functions of the premises in some other way.

6. Experience of the Business

In determining the amount payable under this Endorsement, due consideration shall be given to the experience of the business before the Period of Interruption and the probable experience thereafter had no interruption of business occurred.

7. Liability

The Company's total liability under this provision shall be limited to the amount of the Limit or Sublimit of Liability for this Endorsement as specified in the Declarations, as more fully described in the Limits and Sublimits of Liability Condition of this policy.

8. Report of Values

Within ninety (90) days of each anniversary, the Insured shall file with this Company a statement of the actual Gross Earnings for the Insured's most recently ended fiscal year and a statement of estimated Gross Earnings for the subsequent fiscal year.

In the event the Insured fails to furnish the above statement(s) of Gross Earnings which are acceptable to this Company, then the Company shall not be liable under this Endorsement for the payment of a greater proportion of the amount of the reduction in Gross Earnings (subject to the Exclusions and Conditions of this Endorsement), resulting from any one Occurrence than the "Annual Value" expressed in the Reported Values Endorsement bears to the estimated amount of Gross Earnings that would have been earned, had no loss occurred during the twelve (12) months immediately following the date of the loss. Due consideration shall be given to the experience of the business before the loss and the probable experience thereafter.

D. DEFINITIONS

1. Capacity Payments or Bonus Payments

Capacity or Bonus Payments are Excess Payments that become payable to the Insured in return for attaining (Capacity Payments) or exceeding (Bonus Payments) certain production levels described in a contract between the insured and the utility to which the insured sells power. These Excess Payments represent the amount the utility would pay the Insured over and above the base rate paid for said power because of the Insured's production levels.

2. Liquidated Damages or Excess Rate Repayments

Liquidated Damages or Excess Rate Repayments, or other such payments are Excess Payments that become owed by the Insured. Liquidated Damages are defined as those payments agreed upon by the Insured and the Utility as described in the Power Purchase Agreement that, when paid, will settle damages owed. Excess Rate Repayments are defined as those energy and Capacity Payments made by the Utility to the Insured in excess of the then avoided cost power purchase rates made under the terms of the Power Purchase Agreement.

Business Interruption - Gross Earnings Ordinary Payroll Coverage

Named Insured		
Policy Number	Endorsement No	·
	Issue Date	
Effective Date / /	Canceling Endt. No.	
Endt Premium (Annual) Incl. In Policy	Premium Due	

It is agreed that Item i. of paragraph A.1. of the Business Interruption Gross Earnings endorsement of the policy is hereby deleted.

Business Interruption - Gross Earnings Ordinary Payroll Coverage - Limited

Named Insured		
Policy Number	Endorsement No	
·	Issue Date	
Effective Date / /	Canceling Endt. No.	
Endt Premium (Annual) Incl. In Policy	Premium Due	

It is agreed that Item i of paragraph A.1. of the Business Interruption Gross Earnings endorsement of the policy is hereby deleted and the following substituted therefor:

i. the entire payroll for all employees of the Insured except officers, executives, department managers, employees under contract, and other essential employees, pensions and directors' fees, including _____ consecutive days of the Insured's ordinary payroll expense.

Business Interruption - Spare Part Requirement

Named Insured		
Policy Number	Endorsement No	
·	Issue Date	
Effective Date / /	Canceling Endt. No.	
Endt Premium (Annual) Incl. In Policy	Premium Due	

It is agreed that the following is hereby added to the Conditions section of the Business Interruption endorsement of the policy applicable to Boiler and Machinery:

It is agreed that (1) if any object shown in Column A below is damaged as a result of an Accident to any Object, or part thereof, described in and covered by the policy, and (2) the equipment listed in Column B below is not available on the premises at the location specified in Column C, for use or replacement at the time of said Accident, the Company's liability for payment for loss and expense under the Business Interruption endorsement of the policy shall not exceed the amount for which it would otherwise be liable under the provisions of said Business Interruption endorsement had such viable spare equipment been available for replacement at the time of Accident.

<u>Column B</u> <u>Column C</u>

Canadian Locations

Policy Number	Endorsement No	
	Issue Date	
Effective Date / /	Canceling Endt. No.	
Endt Premium (Annual) Incl. In Policy	Premium Due	

It is further agreed that the Limit Any One "Occurrence" shown on the Declarations of the policy, or any endorsement forming a part thereof, includes the Limit Any One "Occurrence" shown on any underlying policy issued by the American Home Assurance Company.

payable through Policy No. ______, or its replacements, issued by the American Home Assurance

It is further agreed that any Limit shown in any underlying policy issued by the Boiler Inspection and Insurance Company of Canada, or any endorsement thereto, shall be a part of and not in addition to the corresponding Limit shown on the Declarations of this policy.

Company.

Cancellation - Modification of Notice by the Company

Named Insured	Endorsement No	
Policy Number	Issue Date	
Effective Date / /	Canceling Endt. No.	
Endt Premium (Annual) Incl. In Policy	Premium Due	
It is agreed that the Cancellation Condition of the	policy is deleted and the following substituted the	refor:

The Company may cancel this insurance by giving the Insured written notice stating when, not less than days thereafter (ten [10] days for nonpayment of premium) such cancellation shall be effective. This insurance may be cancelled at any time by the Insured by surrender of this policy to the Company or by mailing or delivery to the Company written notice stating when thereafter such cancellation shall take effect.

Return premium shall be allowed the Insured on a pro rata basis if the Company cancels and on a short rate basis if the Insured cancels.

Payment or tender of any unearned premium by the Company shall not be a condition precedent to the effectiveness of cancellation; but such payment shall be made as soon as practicable.

Cancellation of Policy

Named Insured		
Policy Number	Endorsement No	
	Issue Date	
Effective Date / /	Canceling Endt. No.	
Endt Premium (Annual) Incl. In Policy	Premium Due	

In consideration of the above premium, it is agreed that the coverage under this policy is hereby cancelled.

Coinsurance - Property Damage

Named Insured		
Policy Number	Endorsement No	
	Issue Date	
Effective Date / /	Canceling Endt. No.	
Endt Premium (Annual) Incl. In Policy	Premium Due	

It is agreed that the Report of Values clause of the Conditions section of the policy is hereby deleted and the following Coinsurance Clause substituted therefor:

Coinsurance (Property Damage)

The Company shall not be liable under this policy for a greater proportion of any loss to Property Insured than the amount shown on the Reported Values endorsement bears to the 100% replacement cost at the time of the loss.

Contingent Business Interruption Extension

Named Insured		
Policy Number	Endorsement No Issue Date	
Effective Date / /	Canceling Endt. No.	
Endt Premium (Annual) Incl. In Policy	Premium Due	

The Business Interruption endorsement attached to this policy is extended to insure against loss directly resulting from necessary interruption of business caused by direct physical loss or damage insured hereunder, to property not otherwise excluded, located on the premises of supplier or customer locations as specified in the schedule of locations attached to this policy.

The Company's total liability under this provision shall be limited to the amount of the Limit or Sublimit of Liability for this endorsement as specified in the Declarations, as more fully described in the Limits and Sublimits of Liability Condition of this policy.

Contingent Extra Expense Extension

Named Insured		
Policy Number	Endorsement No	
1 0110y 1 (M1110 01 0 0	Issue Date	
Effective Date / /	Canceling Endt. No.	
Endt Premium (Annual) Incl. In Policy	Premium Due	

The Extra Expense endorsement attached to this policy is extended to cover the Extra Expense incurred by the Insured caused by direct physical loss or damage insured against by this policy, to property not otherwise excluded located on the premises of supplier or customer locations as specified in the Schedule of Locations attached to this policy.

The Company's total liability under this provision shall be limited to the amount of the Limit or Sublimit of Liability for this endorsement as specified in the Declarations, as more fully described in the Limits and Sublimits of Liability Condition of this policy.

Contractual Acceptance

Named Insured	
Policy Number	Endorsement No Issue Date
Effective Date / /	Canceling Endt. No.
Endt Premium (Annual) Incl. In Policy	Premium Due

It is agreed that the following is hereby added to the Conditions section of the policy:

The Company shall not be liable for any loss resulting from an Occurrence to any property which is described in and covered by this policy occurring prior to the time such property has been:

- 1) Contractually accepted by the Insured, and
- 2) Properly installed and completely and satisfactorily tested for its intended usage, and
- 3) As respects any turbine-generator unit, operated satisfactorily under full load conditions for a minimum of 24 hours.

Control of Damaged Merchandise

Named Insured		
Policy Number	Endorsement No Issue Date	
Effective Date / /	Canceling Endt. No.	
Endt Premium (Annual) Incl. In Policy	Premium Due	

In consideration of additional premium, the policy to which this endorsement is attached is amended to provide that in case of loss or damage to:

the Insured shall have full right to the possession and control of all such damaged goods.

It is further agreed that after suitable tests have indicated which goods have been damaged, the Insured, exercising a reasonable discretion, shall be the sole judge as to whether such damaged goods are suitable for reprocessing or for marketing, and no such damaged goods deemed by the Insured to be unfit for reprocessing or for marketing shall be sold or otherwise disposed of except by the Insured or with the Insured's consent, but the Insured shall allow this Company any salvage obtained on any sale or other disposition of such goods.

Countersignature

Named Insured	
Policy Number	Endorsement No Issue Date
Effective Date / /	Canceling Endt. No.
Endt Premium (Annual) Incl. In Policy	Premium Due
It is agreed that the premium for this policy includes \$, and this policy, as far as it relates to insurance signature.	for insurance in the state ofin said state, is hereby countersigned by my
Countersigned at	
ByResident Agent	

Data Distortion/Corruption Endorsement

Named Insured		
Policy Number	Endorsement No Issue Date	
Effective Date / /	Canceling Endt. No.	
Endt Premium (Annual) Incl. In Policy	Premium Due	

It is noted and agreed this policy is hereby amended as follows:

The Insurer will not pay for Damage or Consequential loss directly or indirectly caused by, consisting of, or arising from:

- (A) Any functioning or malfunctioning of the Internet or similar facility, or of any intranet or private network or similar facility,
- (B) Any corruption, destruction, distortion, erasure or other loss or damage to data, software or any kind of programming or instruction set,
- (C) Loss of use or functionality whether partial or entire of data, coding, program, software, any computer or computer system or other device dependent upon any microchip or embedded logic, and any ensuing inability or failure of the Insured to conduct business.

This endorsement shall not exclude subsequent Damage or Consequential loss, not otherwise excluded, which itself results from a Defined Peril not otherwise excluded. Defined Peril shall mean: Fire, Lightning, Earthquake, Explosion, Falling Aircraft, Flood, Smoke, Vehicle Impact, Windstorm or Tempest, Accidental Breakdown of an Object including Mechanical and Electrical Breakdown.

This Endorsement shall not act to increase or broaden coverage afforded by this policy.

Such Damage or Consequential Loss described in A, B, or C above, is excluded regardless of any other cause that contributed concurrently or in any other sequence.

In consequence of all the foregoing the Annual Premium remains unaltered.

All other terms, conditions and exclusions of this policy remain unchanged.

Data Distortion/Corruption Endorsement

Named Insured		
Policy Number	Endorsement No	
	Issue Date	
Effective Date / /	Canceling Endt. No.	
Endt Premium (Annual) Incl. In Policy	Premium Due	

It is noted and agreed this policy is hereby amended as follows:

The Insurer will not pay for Damage or Consequential loss directly or indirectly caused by, consisting of, or arising from:

- (A) Any functioning or malfunctioning of the Internet or similar facility, or of any intranet or private network or similar facility,
- (B) Any corruption, destruction, distortion, erasure or other loss or damage to data, software or any kind of programming or instruction set,
- (C) Loss of use or functionality whether partial or entire of data, coding, program, software, any computer or computer system or other device dependent upon any microchip or embedded logic, and any ensuing inability or failure of the Insured to conduct business.

This endorsement shall not exclude subsequent Damage or Consequential loss, not otherwise excluded, which itself results from a Defined Peril. Defined Peril shall mean: Fire, Lightning, Earthquake, Explosion, Falling Aircraft, Flood, Smoke, Vehicle Impact, Windstorm or Tempest.

This Endorsement shall not act to increase or broaden coverage afforded by this policy.

Such Damage or Consequential Loss described in A, B, or C above, is excluded regardless of any other cause that contributed concurrently or in any other sequence.

In consequence of all the foregoing the Annual Premium remains unaltered.

All other terms, conditions and exclusions of this policy remain unchanged.

Deductible(s)

Named Insured		
Policy Number	Endorsement No	
Effective Date / /	Issue Date	
Endt Premium (Annual) Incl. In Policy	Premium Due	

It is agreed the following is (are) inserted as Deductible(s) in the Declarations of the policy.

Deferred Premium Payment

Named Insured		
Policy Number	Endorsement No	
·	Issue Date	
Effective Date / /	Canceling Endt. No.	
Endt Premium (Annual) Incl. In Policy	Premium Due	

It is agreed that the following is hereby substituted for the Premium section of the policy:

The premium shown in the Declarations shall be for the first twelve (12) month period commencing with the effective date of this policy. This amount shall be subject to adjustment for the coverage of newly constructed properties or properties otherwise acquired or sold during that period, at terms to be agreed upon at the time of such acquisition, sale, or commencement of construction.

The annual policy premium shall be payable according to the following schedule.

Payment Number

Due Date

Minimum Payment

In the event that any scheduled payment is not made within 15 days of any due date, the entire unpaid balance shall be due and payable and the policy subject to cancellation for nonpayment of premium.

This agreement in no way alters any other cancellation provision of this policy.

Options of Insured hereunder:

- A. Pay full amount due at any time, or
- B. Pay any amount between the minimum and the full premium due.

Premium for subsequent 12-month periods may be adjusted at each anniversary computed at the rates in effect for such period.

Earth Movement Exclusion

Named Insured		
Policy Number	Endorsement No	
·	Issue Date	
Effective Date / /	Canceling Endt. No.	
Endt Premium (Annual) Incl. In Policy	Premium Due	

It is agreed that the following is hereby added to the Perils Excluded section of the policy:

Earth Movement, unless damage by fire or explosion results and then the Company shall be liable only for such resulting damage.

Electronic Data Processing - Media

Named Insured		
Policy Number	Endorsement No	
•	Issue Date	
Effective Date / /	Canceling Endt. No.	
Endt Premium (Annual) Incl. In Policy	Premium Due	_

It is agreed that Item No. 5 of the Valuation Clause of the policy is hereby deleted and replaced by the following:

on media, data, programs or other software stored on, or for use with, any computer or other electronic and electromechanical data processing and production equipment, the cost of reproducing such media, data, programs or other software.

The Company's total liability under this provision shall be limited to the amount of the Limit or Sublimit of Liability for this endorsement as specified in the Declarations, as more fully described in the Limits and Sublimits of Liability Condition of this policy.

Electronic Data Processing Media with Extra Expense

Named Insured	
Policy Number	Endorsement No
Effective Date / /	Issue Date
Effective Date / /	Cancering Endt. No.
Endt Premium (Annual) Incl. In Policy	Premium Due

A. INSURING AGREEMENT

The policy to which this endorsement is attached is extended to cover the Extra Expense incurred by the Insured during a Period of Restoration. This Extra Expense must be caused by direct physical loss or damage insured against by this policy. In addition, the loss or damage must be to media, data, programs or other software stored on, or for use with, any computer or other electronic or electromechanical data processing equipment or production equipment, or associated air conditioning or electrical equipment systems utilized by the Insured, all located at Premises Described in the Declarations.

Item No. 5 of the Valuation Clause of the Conditions Section of the policy is hereby deleted and replaced by the following:

on media, data, programs or other software stored on, or for use with, any computer or other electronic and electromechanical data processing and production equipment, the cost of reproducing such media, data, programs or other software.

B. DEFINITIONS

The following terms, wherever used in this endorsement, shall be defined as follows:

1. Extra Expense

The term Extra Expense shall mean:

- a. the reasonable and necessary extra expenses incurred to temporarily continue as nearly Normal as practicable the conduct of the Insured's business; or
- **b.** the reasonable and necessary extra costs of temporarily using property or facilities of the Insured or others.

At the end of the Period of Restoration specified elsewhere in this endorsement, any value remaining in property obtained in connection with a. or b. above shall be taken into consideration in the determination of the actual loss sustained.

Electronic Data Processing Media with Extra Expense

In no event shall these expenses include loss of income or normal costs which would have been incurred in conducting the business during the same period had no damage insured against occurred, or the cost of permanent repair or replacement of property that has been damaged or destroyed.

2. Normal

The term Normal shall mean the condition that would have existed had no damage of the type insured against occurred. In determining the indemnity payable under this endorsement, due consideration shall be given to the experience of the business before the loss and probable experience thereafter had no loss occurred.

3. Period of Restoration

The term Period of Restoration shall mean the length of time as would be required, with the exercise of due diligence and dispatch, to rebuild, repair or replace such described property as has been lost or damaged with materials of like kind, size, capacity, and quality. It shall also include such additional time required to make such property ready for operations under the same or equivalent physical operating conditions that existed prior to the direct physical loss or damage, unless otherwise provided in this endorsement. The Period of Restoration shall not include any additional time required for making changes to buildings, equipment or contents regardless of the reason(s) for the changes, except as provided for in the Demolition and Increased Cost of Construction provision of the Additional Coverages section, nor does it include any additional time required for restaffing or retraining employees or for delay of any kind caused by labor disputes, including strikes.

The liability of the Company under this endorsement shall not be limited by the expiration of this policy.

C. EXCLUSIONS

This endorsement does not cover:

- 1. Any period during which business would not, or could not, have been conducted had direct physical damage to the Premises Described in the Declarations, as insured hereunder, not occurred.
- 2. Any Extra Expense incurred as a result of damage to finished products manufactured by the Insured, nor the time required for their reproduction.

Electronic Data Processing Media with Extra Expense

- 3. Any Extra Expense incurred due to the suspension, cancellation or lapse of any lease, contract, license or order nor any loss due to fines or damage for breach of contract or for late or non-completion of orders or penalties of whatever nature, nor shall the Company be liable for any Extra Expense incurred due to any other consequential or remote loss.
- 4. Any Extra Expense resulting from loss or damage to property in transit or property in the course of construction.
- 5. Any loss or damage caused by or resulting from errors or omissions in machine programming or instructions to machines, or computer error or malfunction of any kind or nature.

D. USE OF OTHER PROPERTY

The Insured shall use any suitable property or service owned or controlled by the Insured or obtainable from other sources in reducing the Extra Expense incurred under this endorsement.

E. LIABILITY

The Company's total liability under this provision shall be limited to the amount of the Sublimit of Liability for Extra Expense specified in the Declarations, as more fully described in the Limits and Sublimits of Liability Condition of this policy.

Excess Payments

Named Insured		
Policy Number	Endorsement No	
•	Issue Date	
Effective Date / /	Canceling Endt. No.	
Endt Premium (Annual) Incl. In Policy	Premium Due	

It is agreed that the following is added to any Business Interruption endorsement forming a part of this policy:

Exclusions

This Company shall not be liable for any loss or expense:

Resulting from the loss of Capacity or Bonus Payments incurred by the Insured more than days after the period of interruption causing, or contributing to, such loss. The calculation of any recoverable Capacity or Bonus Payments shall be limited solely to this time period, and shall exclude any retroactive or any other future Capacity or Bonus Payments.

Resulting from the loss of Capacity or Bonus Payments incurred by the Insured that are not a direct result of an Occurrence.

For any Liquidated Damages or Excess Rate Repayments that become owed by the Insured.

Definitions

1. Capacity or Bonus Payments

Capacity Payments or Bonus Payments are Excess Payments that become payable to the Insured in return for attaining (Capacity Payments) or exceeding (Bonus Payments) certain production levels described in a contract between the Insured and the utility to which the Insured sells power. These Excess Payments represent the amount the utility would pay the Insured over and above the base rate paid for said power because of the Insured's production levels.

2. Liquidated Damages or Excess Rate Repayments

Liquidated Damages, Excess Rate Repayments, or other such payments are excess payments that become owed by the Insured. Liquidated Damages are defined as those payments agreed upon by the Insured and the utility as described in the power purchase agreement that, when paid, will settle damages owed. Excess Rate Repayments are defined as those energy and capacity payments made by the utility to the Insured in excess of the then avoided cost power purchase rates made under the terms of the power purchase agreement.

Excess Payments

Application of Deductible for Provisions Contained in this Endorsement

If a time deductible is shown in the policy, then that deductible shall also apply directly to the loss of Capacity or Bonus Payments. Any future Capacity or Bonus Payment earning loss must be directly related to only the period of interruption which exceeds the Business Interruption deductible described in the schedule.

If a dollar deductible or multiple of the Average Daily Value deductible is shown in the Business Interruption schedule, then that deductible shall also apply directly to the loss of Capacity or Bonus Payments. We will first subtract the deductible amount shown in the policy from the amount we would otherwise pay.

In accordance with the above, we will then pay the amount of loss or expense in excess of the deductible up to the applicable Limit or Sublimit of Liability for Business Interruption coverage, when the loss during the period of interruption exceeds the Business Interruption deductible. There shall be no recovery under this endorsement if the loss during the period of interruption does not exceed the Business Interruption deductible.

Endorsement Cancellation

Named Insured		
Policy Number	Endorsement No	
•	Issue Date	
Effective Date / /	Canceling Endt. No.	
Endt Premium (Annual) Incl. In Policy	Premium Due	

In consideration of the above premium, it is agreed that the following endorsement(s) is (are) hereby cancelled:

Errors and Omissions

Named Insured	
Policy Number	Endorsement No Issue Date
Effective Date / /	Canceling Endt. No.
Endt Premium (Annual) Incl. In Policy	Premium Due

It is agreed that the following is hereby added to the Additional Coverages section of the policy:

Any unintentional error or omission made by the Insured on the description or location of Property Insured or any failure through unintentional error to include any location owned or occupied at inception shall not void or impair coverage provided by this policy. It is a condition of this coverage that any error or omission shall be reported and corrected when discovered.

The Company's total liability under this provision shall be limited to the amount of the Limit or Sublimit of Liability for this endorsement as specified in the Declarations, as more fully described in the Limits and Sublimits of Liability Condition of this policy.

Excess Payments Exclusion

Named Insured		
Policy Number	Endorsement No Issue Date	
Effective Date / /	Canceling Endt. No.	
Endt Premium (Annual) Incl. In Policy	Premium Due	

It is agreed that the following is added to any Business Interruption endorsement forming a part of this policy:

Exclusions

The Company shall not be liable for any loss or expense:

Resulting from the loss or payment of Excess Payments incurred by the Insured after an Occurrence causing, or contributing to, such loss.

Definitions

Excess Payments means:

Capacity Payments or Bonus Payments that become payable to the Insured in return for attaining (Capacity Payments) or exceeding (Bonus Payments) certain production levels described in a contract between the Insured and the utility to which the Insured sells power. These Excess Payments represent the amount the utility would pay the Insured over and above the base rate paid for said power because of the Insured's production levels.

Liquidated Damages, Excess Rate Repayments, or other such payments that become owed by the Insured. Liquidated Damages are defined as those payments agreed upon by the Insured and the utility as described in the power purchase agreement that, when paid, will settle damages owed. Excess Rate Repayments are defined as those energy and capacity payments made by the utility to the Insured in excess of the then avoided cost power purchase rates made under the terms of the power purchase agreement.

Named Insured		
Policy Number	Endorsement No	
·	Issue Date	
Effective Date / /	Canceling Endt. No.	
Endt Premium (Annual) Incl. In Policy	Premium Due	

A. INSURING AGREEMENT

The policy to which this Time Element endorsement is attached is extended to cover the Extra Expense incurred by the Insured during a Period of Restoration. This Extra Expense must be caused by direct physical loss or damage insured against by this policy. In addition, the loss or damage must be to property not otherwise excluded by this policy, utilized by the Insured, and located at the Premises Described in the Declarations.

B. DEFINITIONS

The following terms, wherever used in the endorsement, shall be defined as follows:

1. Extra Expense

The term Extra Expense shall mean:

- a. the reasonable and necessary extra expenses incurred to temporarily continue as nearly normal as practicable the conduct of the Insured's business; and
- b. the reasonable and necessary extra costs of temporarily using property or facilities of the Insured or others.

At the end of the Period of Restoration specified elsewhere in this endorsement, any value remaining in property obtained in connection with a. or b. above shall be taken into consideration in the determination of the actual loss sustained.

In no event shall these expenses include loss of income, normal costs which would have been incurred in conducting the business during the Period of Restoration had no damage insured against occurred, or the cost of permanent repair or replacement of property that has been damaged or destroyed.

2. Normal

The term Normal shall mean the condition that would have existed had no damage of the type insured against occurred. In determining the indemnity payable under this endorsement, due consideration shall be given to the experience of the business before the loss and the probable experience thereafter had no loss occurred.

3. Period of Restoration

The term Period of Restoration shall mean the length of time as would be required, with the exercise of due diligence and dispatch, to rebuild, repair or replace such described property as has been lost or damaged with materials of like kind, size, capacity, and quality. It also includes such additional time required to make such property ready for operations under the same or equivalent physical operating conditions that existed prior to the direct physical loss or damage, unless otherwise provided in this endorsement. The Period of Restoration shall not include any additional time required for making changes to buildings, equipment or contents, regardless of the reason(s) for the changes, except as provided for in the Demolition and Increased Cost of Construction provision of the Additional Coverages section; nor does it include any additional time required for restaffing or retraining employees or for delay of any kind caused by labor disputes, including strikes.

The liability of the Company under this endorsement shall not be limited by the expiration of this policy.

C. EXCLUSIONS

This endorsement does not cover:

- 1. Any period during which business would not, or could not, have been conducted had direct physical damage to the Premises Described in the Declarations, as insured hereunder, not occurred.
- 2. Any Extra Expense incurred as a result of damage to finished products manufactured by the Insured, nor the time required for their reproduction.
- 3. Any Extra Expense incurred due to the suspension, cancellation or lapse of any lease, contract, license or order, nor any loss due to fines or damage for breach of contract or for late or non-completion of orders or penalties of whatever nature; nor shall the Company be liable for any Extra Expense incurred due to any other consequential or remote loss.

- 4. Any Extra Expense resulting from loss or damage to property in transit or property in the course of construction.
- 5. Any loss or damage caused by or resulting from errors or omissions in machine programming or instructions to machines; or computer error or malfunction of any kind or nature.

D. DEDUCTIBLES

In addition to the Deductible Condition of this policy, the following may also apply:

If a number of hours/days apply as a Time Element deductible, then this Company shall not be liable for any losses under this Time Element endorsement occurring during the specified number of hours/days immediately following the Occurrence.

If a multiple of the Average Daily Value deductible is indicated for Time Element coverage, then the deductible amount shall be calculated as follows. With respect to any loss or expense for which the Company would be liable under the Time Element coverage(s), there shall first be deducted the amount obtained by multiplying the Average Daily Value for the affected location(s) at the time of such loss by the factor shown in the Declarations of the policy.

1. If Time Element coverage is also provided under the Business Interruption Gross Earnings endorsement, the following shall apply.

The Average Daily Value will be determined by dividing the actual Gross Earnings less costs that would have been earned had no loss occurred by the actual number of working days, had no loss occurred, during the period of interruption, with due consideration being given to the experience of the business before the loss and the probable experience thereafter.

2. If Time Element coverage is also provided under the Business Interruption Actual Loss Sustained endorsement, the following shall apply.

The Average Daily Value will be determined by dividing the actual amount of net profits, fixed charges and expenses that would have been earned had no loss occurred by the actual number of working days, had no loss occurred, during the period of interruption, with due consideration being given to the experience of the business before the loss and the probable experience thereafter.

E. INTERRUPTION BY CIVIL AUTHORITY

This policy is also extended to include the Extra Expense incurred by the Insured, during the length of time, not exceeding two (2) consecutive weeks, when access to or from such Premises Described in the Declarations is specifically prohibited by order of civil or military authority. Such prohibition must be as a direct result of a peril not otherwise excluded to property of a type not otherwise excluded.

F. USE OF OTHER PROPERTY

The Insured shall use any suitable property or service owned or controlled by the Insured or obtainable from other sources in reducing the Extra Expense incurred under this endorsement.

G. LIABILITY

The Company's total liability under this provision shall be limited to the amount of the Sublimit of Liability for Extra Expense specified in the Declarations, as more fully described in the Limits and Sublimits of Liability Condition of this policy.

Extra Expense Coverage Restriction

Named Insured		
Policy Number	Endorsement No Issue Date	·
Effective Date / /	Canceling Endt. No.	
Endt Premium (Annual) Incl. In Policy	Premium Due	

This endorsement changes the policy. Please read it carefully.

It is agreed that there shall be no recovery under this policy for any Extra Expense incurred in the generation, transmission, purchase, replacement, trading or distribution of electrical power.

Extra Expense - Variable Monthly Sublimits of Liability

Named Insured		
Policy Number	Endorsement No Issue Date	
Effective Date / /	Canceling Endt. No.	
Endt Premium (Annual) Incl. In Policy	Premium Due	

The limits of the Company's liability as respects the Extra Expense endorsement of the policy shall in no event exceed that percentage stated below, of the Sublimit of Liability specified in the Declarations, for the determined Period of Restoration.

Period of Restoration:

% when the Period of Restoration does not exceed			1	Month;
% when the Period of Restoration exceeds	1	but not	2	Months;
% when the Period of Restoration exceeds	2	but not	3	Months;
% when the Period of Restoration exceeds	3	but not	4	Months;
% when the Period of Restoration exceeds	4	but not	5	Months;
% when the Period of Restoration exceeds	5	but not	6	Months;
% when the Period of Restoration exceeds	6	but not	7	Months;
% when the Period of Restoration exceeds	7	but not	8	Months;
% when the Period of Restoration exceeds	8	but not	9	Months;
% when the Period of Restoration exceeds	9	but not	10	Months;
% when the Period of Restoration exceeds	10	but not	11	Months;
% when the Period of Restoration exceeds	11	but not	12	Months;

In the event that extra expense incurred by the Insured during the longest Period of Restoration for which provision is above made does not exhaust the insurance hereby provided, then such unexhausted insurance shall apply for the remainder of the Period of Restoration.

Fine Arts

Named Insured. .

Policy Number . .

Endorsement No. . .

Issue Date.....

Effective Date. . .

Canceling Endt. No.

Endt Premium (Annual) Incl. In Policy. . .

Premium Due

The policy to which this endorsement is attached is extended to cover Fine Arts as described herein, except as otherwise excluded by this policy.

Property Insured

Fine Arts as described on the schedule of Fine Arts on file with this Company.

Exclusions

In addition to all other Exclusions found in this policy, this endorsement does not insure against:

- 1. Loss or damage from any repairing, restoration or retouching process;
- 2. Loss to property on exhibition at fairgrounds or premises of national or international expositions unless the premises are specifically described in this policy; and
- 3. Loss or damage to property while in transit.

Valuation

The following is hereby added to the Valuation Condition of the policy.

In the event of loss or damage covered under this endorsement, the Liability of the Company shall not exceed the lesser of the following:

- 1. The cost to repair or restore the article to the condition that existed immediately prior to the insured event; or
- 2. The value designated for the article on the schedule of Fine Arts.

Liability

The Company's total liability under this provision shall be limited to the amount of the Limit or Sublimit of Liability for this endorsement as specified in the Declarations, as more fully described in the Limits and Sublimits of Liability Condition of this policy.

Flood Exclusion

Named Insured		
Policy Number	Endorsement No	
	Issue Date	
Effective Date / /	Canceling Endt. No.	
Endt Premium (Annual) Incl. In Policy	Premium Due	

It is agreed that Flood is hereby added to the Perils Excluded section of the policy.

Flood Exclusion at Flood Zone "A" and "V" Locations

Named Insured		
Policy Number	Endorsement No	
· · · ·	Issue Date	
Effective Date / /	Canceling Endt. No.	
Endt Premium (Annual) Incl. In Policy	Premium Due	

It is agreed that the following is hereby added to the Perils Excluded section of the policy:

Flood at any location which, at the time of loss, has been designated by the Federal Emergency Management Agency (FEMA) to be situated within Flood Zone "A" or "V" of any type including subzones (100-year flood).

Gas Turbine Blade Valuation

Named Insured	
Policy Number	Endorsement No Issue Date
Effective Date	

The following is added to Valuation Condition of the policy.

On gas turbine blading in the hot gas path, the actual cash value of rotating and stationary blades which equals the replacement cost at the time of loss or damage times the Remaining Useful Life Factor. The term Remaining Useful Life Factor means the normal useful life of the blades in hours or equivalent starts, minus the number of hours or equivalent starts the blades had been in use at the time of the loss or damage, divided by the normal useful life of the blades in hours or equivalent starts. As used herein, all hours and equivalent starts shall be based on the original equipment manufacturer's standards for calculation, and adjustment shall be based on whichever remaining useful life in hours or equivalent starts is the lowest.

Gas Turbine Generator

Named Insured		
Policy Number	Endorsement No	
Effective Date / /	Issue Date	
Endt Premium (Annual) Incl. In Policy	Premium Due	

It is agreed that the following is hereby added to the Definitions section of the policy:

The term Gas Turbine Generator shall mean any turbine unit utilizing the gaseous products of combustion and shall include 1. Any driving turbine, 2. Any combustor, precooler, intercooler, regenerator or heat exchanger of said unit, 3. Any electric generator, pump, compressor, fan, blower, wheel or gear on any shaft which is connected to any of said turbines by any coupling, clutch or gear set, 4. Any mechanical or hydraulic governing mechanism together with any electric motor used solely therewith, 5. Any auxiliary apparatus mounted on the bed or frame of the unit, 6. Any lubricating oil pump or any fuel pump or any pump for circulating a coolant, if used solely for the unit, together with any machine driving any such pump, 7. Any auxiliary electric motor, steam turbine or other apparatus used solely to rotate the unit for starting or maintenance purposes, 8. Any apparatus used solely to scavenge the unit, 9. Any shaft which forms a part of the unit or which connects parts of the unit, together with any coupling, clutch, bearing, gear or gear set on said shaft, and 10. Any interconnecting wiring, piping or ducts between parts of the unit and which are mounted on the unit; but the term shall not include (a) any electronic computer or electronic data processing equipment used to govern or control the unit, (b) any machine or apparatus except as included in sections 1-10 above, (c) any wiring, piping or ducts leading to and from the unit, nor (d) any boiler utilizing exhaust gases from any gas turbine unit.

Ingress/Egress

Named Insured	
Policy Number	Endorsement No Issue Date
Effective Date / /	Canceling Endt. No.
Endt Premium (Annual) Incl. In Policy	Premium Due

The Business Interruption endorsement attached to this policy is extended to insure the Actual Loss Sustained by the Insured due to the necessary interruption of the Insured's business due to prevention of ingress to or egress from the Insured, whether or not the premises or property of the Insured is damaged, provided that such prevention is a direct result of physical loss of the type insured by this policy, to the kind of property not excluded by this policy. This coverage extension is limited to two (2) consecutive weeks of interruption.

The Company shall not be liable for any loss resulting from lack of incoming or outgoing transmission of voice, data or video.

Joint Loss Adjustment

Named Insured		
Policy Number	Endorsement No Issue Date	
Effective Date / /	Canceling Endt. No.	
Endt Premium (Annual) Incl. In Policy	Premium Due	

In the event of damage to or destruction of property, at a location designated in this policy and also designated in a Boiler and Machinery insurance policy and there is a disagreement between the insurers with respect to:

- 1. whether such damage or destruction was caused by a Peril insured against by this policy or by an Accident insured against by such Boiler and Machinery insurance policy or
- 2. the extent of participation of this policy and of such Boiler and Machinery insurance policy in a loss which is insured against, partially or wholly, by any one or all of said policies;

The Companies shall, upon written request of the Insured, pay to the Insured one-half of the amount of the loss which is in disagreement, but in no event more than the Companies would have paid if there had been no Boiler and Machinery insurance policy in effect, subject to the following conditions:

- 1. The amount of the loss which is in disagreement, after making provisions for any undisputed claims payable under said policies and after the amount of the loss is agreed upon by the Insured and the Insurers, is limited to the minimum amount remaining payable under either the Boiler & Machinery or Fire policy (ies);
- 2. The Boiler and Machinery Insurer(s) shall simultaneously pay to the Insured one-half of said amount which is in disagreement;
- 3. The payments by the insurers hereunder and acceptance of the same by the Insured signify the agreement of the insurers to submit to and proceed with arbitration within 90 days of such payments; the arbitrators shall be three in number, one of whom shall be appointed by the Boiler and Machinery insurer and one of whom shall be appointed by the Fire insurer(s) and the third appointed by consent of the other two, and the decision by the arbitrators shall be binding on the insurers and that judgement upon such award may be entered in any court of competent jurisdiction;
- 4. The Insured agrees to cooperate in connection with such arbitration but not to intervene therein;
- 5. The provisions of this Endorsement shall not apply unless such other policy issued by the Boiler & Machinery insurance company is similarly endorsed; and
- 6. Acceptance by the Insured of sums paid pursuant to the provisions of this Endorsement, including an arbitration award, shall not operate to alter, waive, surrender or in any way affect the rights of the Insured against any of the insurers.

Merchant Power Sales Exclusion

Named Insured		
Policy Number	Endorsement No Issue Date	
Effective Date / /	Canceling Endt. No.	
Endt Premium (Annual) Incl. In Policy	Premium Due	

It is agreed that there shall be no recovery under any Time Element coverage for loss of Merchant Power sales.

Merchant Power sales shall mean any sale of electricity where the amount and actual final sales price of electricity are not stated within a power purchase agreement or other written contractual agreement. The meaning includes spot market electricity sales.

Mobile Equipment

Named Insured		
Policy Number	Endorsement No	
•	Issue Date	
Effective Date / /	Canceling Endt. No.	
Endt Premium (Annual) Incl. In Policy	Premium Due	

The coverage provided by this policy to which this endorsement is attached is restricted as respects direct physical loss or damage to Mobile Equipment of the Insured, or Mobile Equipment of others in the care, custody and control of the Insured and for which the Insured is legally liable, all while situated at the Premises Described in the Declarations.

Adjustment of loss under this endorsement shall be the actual cash value, with the proper deduction for depreciation, however caused, subject to a maximum of the scheduled value of the item, but in no event for more than it would then cost to repair or replace the same with property of like kind, size, capacity and quality.

This endorsement does not cover direct physical loss or damage caused by or resulting from:

- 1. mechanical, structural or electrical breakdown or malfunction or electrical disturbance; or
- 2. electrical current artificially generated; or
- 3. explosion, implosion, rupture, bursting, cracking, burning or bulging of boilers, turbines, steam engines, pressure vessels or apparatus attached thereto (including piping); or
- 4. an Occurrence on public roads or waterways.

As used herein, the term Mobile Equipment shall mean any self-propelled vehicle not licensed for highway use and which is not otherwise insured for physical loss or damage; and railroad rolling stock and railroad engines.

The Company's total liability under this provision shall be limited to the amount of the Sublimit of Liability for Mobile Equipment specified in the Declarations, as more fully explained in the Limits and Sublimits of Liability Condition of this policy.

Molten Material Exclusion

Named Insured		
Policy Number	Endorsement No	
Effective Date / /	Issue Date	
Endt Premium (Annual) Incl. In Policy	Premium Due	

It is agreed that the following is hereby added to the Conditions of Property Exclusions section of the policy:

Any loss of or damage to escaped molten material from confinement within piping, plumbing systems, tanks or equipment located on the described premises, nor the cost of the removal or recovery of such escaped molten material, including all materials in solution or suspension in the molten material at the time of the escape; and there shall be no liability for the cost of locating or repairing the fault that permitted the escape of the molten material, all unless physical damage not otherwise excluded by this policy results, in which event this policy shall cover only such resultant damage.

Mortgagee

Named Insured	
Policy Number	Endorsement No Issue Date
Effective Date / /	Canceling Endt. No.
Endt Premium (Annual) Incl. In Policy	Premium Due

The following mortgage clause applies in favor of any Mortgagee named in this policy with respect to the location(s) under which the Mortgagee is named, unless another mortgage clause is specifically indicated as applying to the location:

Loss, if any, under this policy, to real or personal property only, unless otherwise indicated, shall be payable to the party herein described in which the aforesaid may have an interest as Mortgagee (or Trustee), in order of precedence for said Mortgagees. This insurance, as to the interest of the Mortgagee (or Trustee) only therein, shall not be invalidated by any act or neglect of the Mortgagor or Owner of the within described property, nor by any foreclosure or other proceedings or notice of sale relating to the property, nor by any change in the title or ownership of the property, nor by the occupation of the premises for purposes more hazardous than are permitted by this policy. Provided that, in case the Mortgagor or Owner shall neglect to pay any premium due under this policy, the Mortgagee (or Trustee) shall, on demand, pay the same.

Provided also that the Mortgagee (or Trustee) shall notify this Company of any change of ownership or occupancy or increase in hazard which shall come to the knowledge of the Mortgagee (or Trustee) and, unless permitted by this policy, it shall be noted hereon and the Mortgagee (or Trustee) shall, on demand, pay the premium for such increased hazard for the term of the use thereof; otherwise, this agreement shall be null and void.

This Company reserves the right to cancel this policy at any time as provided by its terms, but in such case, this policy shall continue in force for the benefit only of the Mortgagee (or Trustee) for ten (10) days after the effective date of such cancellation and shall then cease. This Company shall have the right, on like notice, to cancel this agreement.

Nothing herein shall affect the right of this Company to suspend insurance (which shall include any insurance applying to the interest of the Mortgagee [or Trustee]) on any Object in accordance with the Suspension Condition of this policy. This Company agrees to furnish the Mortgagee (or Trustee) a copy of the suspension notice, at the address shown in the Schedule of Locations.

Mortgagee

Whenever this Company shall pay the Mortgagee (or Trustee) any sum for loss under this policy and shall claim that, as to the Mortgagor or Owner, no liability therefor existed, this Company shall, to the extent of such payment, be thereupon legally subrogated to all the rights of the party to whom such payments shall be made, under all securities held as collateral to the mortgage debt, or may, at its option, pay to the Mortgagee (or Trustee) the whole principal due, or to grow due, on the mortgage with interest, and shall thereupon receive a full assignment and transfer of the mortgage and of all such other securities; but no subrogation shall impair the right of the Mortgagee (or Trustee) to recover the full amount of the Mortgagee's (or Trustee's) claim.

Page 2 of 2

Mortgagee/Loss Payee/ Additional Insured Schedule

Named Insured Policy Number	Endorsement No Issue Date
Effective Date	
It is agreed that the Loss Payable clause in following substituted therefor:	n the Conditions section of the policy is hereby deleted and the
Loss Payable	
Loss, if any, shall be adjusted with the Na Mortgagees, Loss Payees or Additional In	amed Insured and made payable to the Insured and any asureds as noted hereunder.
The following apply as indicated and are	limited hereunder to the interests and property as specified.
Location: Name/Address:	Interest:
Property:	

PCB Cleanup

Named Insured		
Policy Number	Endorsement No	
Effective Date / /	Issue Date	
Endt Premium (Annual) Incl. In Policy	Premium Due	

It is agreed that the following is hereby added to the Additional Coverages section of the policy:

This policy is extended to cover the cost of removal, disposal, decontamination and replacement of Property Insured hereunder, at the premises of the Insured, which has been contaminated by polychlorinated biphenyls (PCBs) and by law, ordinance or order of civil authority, must be removed, disposed or decontaminated provided said contamination is caused by a peril insured against.

The Company's total liability under this provision shall be limited to the amount of the Limit or Sublimit of Liability for this endorsement as specified in the Declarations, as more fully described in the Limits and Sublimits of Liability Condition of this policy. This Limit or Sublimit of Liability shall not be cumulative with any Hazardous Substances or Contaminants coverage Limit or Sublimit.

Premium/Value Adjustment

Named Insured		
Policy Number	Endorsement No	
•	Issue Date	
Effective Date / /	Canceling Endt. No.	
Endt Premium (Annual) Incl. In Policy	Premium Due	

It is agreed that the following is hereby added to the Premium section of the policy:

No adjustment in premium shall be made at anniversary unless the values reported represent an increase or decrease of greater than 5% from the values on which the last adjusted premium was computed.

Radioactive Contamination - Limited Coverage

Named Insured	
Policy Number	Endorsement No Issue Date
Effective Date	Canceling Endt. No.
Endt Premium (Annual) Incl. In Policy	Premium Due

It is agreed that the following is hereby added to the Additional Coverages section of the policy:

This policy is extended to cover loss or damage not otherwise excluded, to Property Insured herein due to sudden and accidental radioactive contamination, including resultant radiation damage from material used or stored or from processes conducted on the described premises, provided that at the time of such loss there is neither a nuclear reactor capable of sustaining nuclear fission in a self-supporting chain reaction nor any new or used nuclear fuel on the described premises.

The Company's total liability under this provision shall be limited to the amount of the Limit or Sublimit of Liability for this endorsement as specified in the Declarations, as more fully described in the Limits and Sublimits of Liability Condition of this policy.

Refractory Exclusion

Named Insured		
Policy Number	Endorsement No	
•	Issue Date	
Effective Date / /	Canceling Endt. No.	
Endt Premium (Annual) Incl. In Policy	Premium Due	

It is agreed that the following is hereby added to the Other Exclusions section, Part 2, of the policy:

Collapse of and/or failure of any refractory and/or refractory linings, unless such damage results directly from other physical damage not otherwise excluded by this policy.

Refrigeration Interruption Limitation

Named Insured		
Policy Number	Endorsement No	
Effective Date / /	Issue Date	•
Endt Premium (Annual) Incl. In Policy	Premium Due	

It is agreed that the following is hereby added to the Conditions of Property Exclusions section of the policy:

Refrigeration interruption, spoilage, contamination by ammonia, or any other refrigerant, all whether direct or indirect, proximate or remote or in whole or in part caused by, contributed to, or aggravated by any physical damage insured against by this policy.

However, in the event of direct damage to any Property Insured at the Premises Described, and such damage, without the intervention of any other independent cause, results in a sequence of events which causes the interruption of refrigeration, spoilage, or the contamination by ammonia, or any other refrigerant, of Property Insured by this policy, then this policy will cover such resulting loss.

The Company's total liability under this provision shall be limited to the amount of the Limit or Sublimit of Liability for this endorsement as specified in the Declarations, as more fully described in the Limits and Sublimits of Liability Condition of this policy.

Named Insured		
Policy Number	Endorsement No	
•	Issue Date	
Effective Date / /	Canceling Endt. No.	
Endt Premium (Annual) Incl. In Policy	Premium Due	

A. INSURING AGREEMENT

The policy to which this Time Element endorsement is attached is extended to cover the Rental Value Actual Loss Sustained by the Insured during a Period of Interruption. This loss must result directly from direct physical loss or damage insured against by this policy. In addition, the loss or damage must be to property not otherwise excluded by this policy, utilized by the Insured and located at the Premises Described in the Declarations.

1. Rental Value Actual Loss Sustained

In the event the property is necessarily rendered wholly or partially untenantable, the Company shall be liable for the Rental Value Actual Loss Sustained during the Period of Interruption.

The term Rental Value Actual Loss Sustained shall mean:

- a. the fair rental value of any portion of the property occupied by the Insured; and
- **b.** income reasonably expected from rentals of unoccupied or unrented portions of such property; and
- c. the rental income from the rented portions of such property according to bona fide leases, contracts or agreements in force at the time of loss;

but not including non-continuing charges and expenses.

2. Expenses

The Company agrees to pay the amount of expense which is reasonably incurred by the Insured, or the Company, to reduce or avert the Rental Value Actual Loss Sustained, but only to the extent that the total amount which otherwise would have been paid is thereby reduced. All extra expenses so incurred shall be part of, and not in addition to, the Limit or Sublimit of Liability specified in Condition c.5. of this endorsement.

B. EXCLUSIONS

This endorsement does not cover:

- 1. Loss of rental income with respect to any period during which the insured property would not, or could not, have been tenantable, had direct physical loss or damage to the Premises Described in the Declarations, as insured against hereunder, not occurred.
- 2. Any increase of loss due to strike(s) or due to the suspension, cancellation or lapse of any lease, contract, license or order, nor any loss due to fines or damage for breach of contract or penalties of whatever nature.
- 3. Loss resulting from damage to property in transit or property in the course of construction.

C. CONDITIONS

1. Period of Interruption

The liability of the Company under this endorsement shall be limited to the Period of Interruption. The term Period of Interruption shall mean the length of time as would be required, with the exercise of due diligence and dispatch, to rebuild, repair or replace such described property as has been lost or damaged with materials of like kind, size, capacity and quality to the same tenantable condition as existed prior to the direct physical loss or damage, unless otherwise provided in this endorsement. The Period of Interruption shall not include any additional time required for making changes to buildings, equipment or contents regardless of the reason(s) for the changes, except as provided for in the Demolition and Increased Cost of Construction provision of the Additional Coverages section, nor does it include any additional time required for restaffing or retraining employees or for delay of any kind caused by labor disputes, including strikes.

The liability of the Company under this endorsement shall not be limited by the expiration of this policy.

2. Deductibles

In addition to the Deductible Condition of this policy, the following may also apply:

If a number of hours/days apply as a Time Element deductible, then this Company shall not be liable for any losses under this Time Element endorsement occurring during the specified number of hours/days immediately following the Occurrence.

If a multiple of the Average Daily Value deductible is indicated for Time Element coverage, then the deductible amount shall be calculated as follows. With respect to any loss or expense for which the Company would be liable under the Time Element coverage(s), there shall first be deducted the amount obtained by multiplying the Average Daily Value for the affected location(s) at the time of such loss by the factor shown in the Declarations of the policy. The Average Daily Value will be determined by dividing the actual amount of rental value income that would have been earned had no loss occurred by the actual amount of rental value income that would have been earned had no loss occurred by the actual number of working days, had no loss occurred, during the period of interruption, with due consideration being given to the experience of the business before the loss and the probable experience thereafter.

3. Interruption by Civil Authority

This policy is also extended to include the Rental Value Actual Loss Sustained by the Insured, during the length of time, not exceeding two (2) consecutive weeks, when access to or from such Premises Described in the Declarations is specifically prohibited by order of civil or military authority. Such prohibition must be as a direct result of a peril not otherwise excluded to property of a type not otherwise excluded.

4. Use of Other Property

The Insured agrees to use any suitable property or service owned or controlled by the Insured or obtainable from other sources in reducing loss under this endorsement.

5. Experience of the Business

In determining the indemnity payable under this endorsement, due consideration shall be given to rental conditions before the loss and what reasonably could have been expected had no loss occurred.

6. Liability

The Company's total liability under this provision shall be limited to the amount of the Limit or Sublimit of Liability for this endorsement specified in the Declarations, as more fully described in the Limits and Sublimits of Liability Condition of this policy.

7. Report of Values

Within ninety (90) days of each anniversary, the Insured shall file with this Company a statement of the actual rental values for the Insured's most recently ended fiscal year and a statement of the estimated rental value for the subsequent fiscal year.

In the event that the Insured fails to furnish the above statement(s) of rental value which are acceptable to the Company, then the Company shall not be liable under this endorsement for the payment of a greater proportion of the amount of Rental Value Actual Loss Sustained (subject to the Exclusions and conditions of this endorsement), resulting from any one Occurrence, than the "Annual Rental Value" expressed in the Reported Values endorsement bears to the estimated amount of rental value that would have been earned, had no loss occurred during the twelve (12) months immediately following the date of the loss. Due consideration shall be given to the experience of the business before the loss and the probable experience thereafter.

Reported Values

Named Insured		
Policy Number	Endorsement No	
Effective Date / /	Issue Date	
Endt Premium (Annual) Incl. In Policy	Premium Due	
This endorsement applies from the above effect	ive date and expires as of	
100% Replacement Cost Value: \$	····	
Business Interruption Annual Value: \$		

Service Interruption

Named Insured		
Policy Number	Endorsement No	
	Issue Date	
Effective Date / /	Canceling Endt. No.	
Endt Premium (Annual) Incl. In Policy	Premium Due	

This policy, and any Time Element endorsement(s) attached hereto, is (are) extended to cover:

- 1. the direct physical loss or damage, not otherwise excluded, to Property Insured hereunder; and
- 2. the necessary interruption of business conducted by the Insured as defined in any attached Time Element endorsement(s),

resulting from the lack of incoming electricity, fuel, water, gas, steam, refrigerant or from the lack of sewage disposal caused by a peril not otherwise excluded herein to property of a type not otherwise excluded herein, provided the duration of such interruption of service is in excess of twenty-four (24) hours.

It is further agreed that solely as respects the coverage provided by this endorsement, the following Conditions of Property Exclusions and Other Exclusions are deleted: contamination; shrinkage; evaporation; loss of weight; loss of contents of containers by leakage; extremes or changes of temperature or changes in relative humidity, all whether atmospheric or not; exposure to light; change in color or flavor or texture or finish; condensation; dampness; or depletion.

However, coverage under this endorsement shall not apply to loss resulting from damage to tracks; trestles; bridges; tunnels; electrical transmission and distribution lines; line transformers; towers and poles; cables; pipes and pipelines; and equipment or apparatus connected therewith.

The Company's total liability under this endorsement shall be limited to the amount of the Sublimit of Liability for Service Interruption specified in the Declarations, as more fully explained in the Limits and Sublimits of Liability Condition of this policy.

Steam Turbine Generator

Named Insured		
Policy Number	Endorsement No	
Effective Date / /	Issue Date	
Endt Premium (Annual) Incl. In Policy	Premium Due	

It is agreed that the following is hereby added to the Definitions section of the policy:

The term Steam Turbine Generator shall mean any turbine unit utilizing the energy of vapors of water and shall include 1. any driving turbine, 2. any electric generator, pump, compressor, fan, blower, wheel or gear on any shaft of the driving turbine or turbines or on a shaft which is connected to any of said turbines by any coupling, clutch, or gear set, 3. any mechanical or hydraulic governing mechanism together with any electric motor used solely therewith, 4. any auxiliary apparatus mounted on the bed or frame of the unit, 5. any lubricating oil pump, fuel pump or any pump for circulating a coolant, if used solely for the unit, together with any machine driving any such pump, 6. any auxiliary electric motor, steam turbine or other apparatus used solely to rotate the unit for starting or maintenance purposes, 7. any shaft which forms a part of the unit or which connects parts of the unit, together with any coupling, clutch, bearing, gear or gear set on said shaft, and 8. any interconnecting wiring, piping or ducts between parts of the unit and which are mounted on the unit; but the term shall not include (a) any electronic computer or electronic data processing equipment used to govern or control the unit; (b) any machine or apparatus except as included in sections 1-8 above; (c) any wiring, piping or ducts leading to or from the unit; (d) any condenser, its connecting pipe or adapter nor (e) any penstock or draft tube.

Stock Provisional

Named Insured. .

Policy Number . .

Endorsement No. . .

Effective Date. . . / /

Issue Date. Canceling Endt. No.

Endt Premium (Annual) Incl. In Policy. . .

Premium Due

INTEREST AND PROPERTY INSURED:

This Company agrees to insure (subject to all the terms, conditions, limitations and exclusions of this Policy):

Provisional amount of insurance (excepting as hereinafter specifically excluded), on crude petroleum and its products, products of natural gas, products as described by endorsement hereto; all other products held for sale, (including products used in the manufacturing and packaging thereof), being property owned by the Insured, or held by the Insured in trust, or on commission, or on consignment, or on joint account with others, or sold but not delivered; all while at the locations described herein and various other locations as reported, to the Company as required herein.

CONDITIONS:

- a. Reporting and Premium Adjustment:
 - 1. This Policy having been issued for a provisional amount of insurance and at a deposit premium based on the value equal to no less than 100% of the average value for the twelve (12) months immediately preceding the inception date of the Policy, it is a condition of this Policy that within thirty (30) days after each monthly period of this Policy, the Insured shall furnish a statement to this Company showing the total value of crude petroleum and other above described property on hand at all locations on the last day of the preceding monthly period together with a report of any other insurance in force on the same property or any part thereof. The valuation shall be calculated in accordance with the Basis of Settlement Clause hereinafter provided.
 - 2. On each anniversary date of the Policy and after deducting the amount of specific insurance, if any, (not exceeding, however, the amount of specific insurance which has been reported), an average of all monthly values reported shall be computed, and if the average value is in excess of or is less than the provisional amount of insurance, an additional or return premium shall be collected or returned, as the case may be, on the said anniversary date of the Policy; such additional or return premium to be computed in every instance for the full term of the Policy (inception to expiration), and at the rate at which the Policy is written.
 - 3. In the event of cancellation of this Policy for any cause, this Company shall have earned a premium based on the rate at which this Policy is written and on the average of all monthly values which are required to be reported under this Policy up to the date of cancellation; such cancellation, however, shall be subject to the terms and conditions of this Policy.

b. Full Reporting Clause:

In case of loss, liability hereunder shall not exceed that proportion of the net loss (loss to the Insured on the property covered hereunder, less the amount due from specific insurance, whether valid or not, or whether collectible or not) which the last reported net value received by this Company from the Insured prior to the date of the loss (reported value less specific insurance, whether valid or not, or whether collectible or not) bears to the actual net value (actual value less specific insurance whether valid or not, or whether collectible or not) at the time of such report, and in no event for more than the actual loss.

c. Basis of Settlement Clause:

In the event of claim for loss or damage to crude petroleum the basis of settlement shall be the posted market price thereof on the date of the loss, plus the gathering and pipeline charges, plus premium value actually paid, also including where crude petroleum is delivered to the above described premises in railroad tank cars, tank ships or tank trucks, loading and unloading charges, if incurred, plus earned freight revenue, but in no case to exceed replacement value of like kind and quality at the place and at the time of loss; and in the event of claim for loss or damage to other products, the basis of settlement shall be the market value thereof, not to exceed replacement value of like kind and quality at the time and at the place of loss.

d. Automatic Coverage:

- 1. If any of the within described property contained in the statement as previously provided be damaged or destroyed by perils insured between the dates provided for the reporting of values by the Insured, this Company agrees that this Policy shall attach to the extent of not exceeding one hundred percent (100%) of the value of such property damaged or destroyed, subject to all Limits of Liability noted herein.
- 2. If during the term of this Policy the Insured shall acquire any crude petroleum or other products as described above not already included in the statement filed at the date of commencement of this Policy as herein provided, this Policy shall automatically apply and cover such crude petroleum or other products to an amount not exceeding one hundred percent (100%) of the value of such newly acquired property damaged or destroyed, subject to all Limits of Liability noted herein, provided, however, that such new property is reported in the first succeeding monthly statement of values after the acquisition of said property.

Sue and Labor

Named Insured		
Policy Number	Endorsement No	
	Issue Date	
Effective Date / /	Canceling Endt. No.	
Endt Premium (Annual) Incl. In Policy	Premium Due	

It is agreed that the following is hereby added to the Additional Coverages section of the policy:

In case of actual physical loss or damage of the type insured against by this policy, the expenses incurred by the Insured in taking reasonable and necessary actions for the temporary protection and preservation of Property Insured hereunder shall be added to the total direct physical loss or damage otherwise recoverable under this policy and be subject to the applicable Deductible.

The Company's total liability under this provision shall be limited to the amount of the Limit or Sublimit of Liability for this endorsement as specified in the Declarations, as more fully described in the Limits and Sublimits of Liability Condition of this policy.

Turbine Generator

Named Insured. .

Policy Number . .

Effective Date... / /

Endorsement No. . .

Issue Date. Canceling Endt. No.

Premium Due

Endt Premium (Annual) Incl. In Policy. . .

The term Turbine Generator shall mean any turbine unit and shall include 1. Any driving turbine, 2. Any combustor, precooler, intercooler, regenerator or heat exchanger of said unit, 3. Any electric generator, pump, compressor, fan, blower, wheel or gear on any shaft which is connected to any of said turbines by any coupling, clutch or gear set, 4. Any mechanical or hydraulic governing mechanism together with any electric motor used solely therewith, 5. Any auxiliary apparatus mounted on the bed or frame of the unit, 6. Any lubricating oil pump or any fuel pump or any pump for circulating a coolant, if used solely for the unit, together with any machine driving any such pump, 7. Any auxiliary electric motor, steam turbine or other apparatus used solely to rotate the unit for starting or maintenance purposes, 8. Any apparatus used solely to scavenge the unit, 9. Any shaft which forms a part of the unit or which connects parts of the unit, together with any coupling, clutch, bearing, gear or gear set on said shaft, and 10. Any interconnecting wiring, piping or ducts between parts of the unit and which are mounted on the unit; but the term shall not include (a) any electronic computer or electronic data processing equipment used to govern or control the unit, (b) any machine or apparatus except as included in sections 1-10 above, (c) any wiring, piping or ducts leading to and from the unit, nor (d) any boiler utilizing exhaust gases from any gas turbine unit.

Turbine Generator (Gas and Steam)

It is agreed that the following is hereby added to the Definitions section of the policy:

The term Turbine Generator shall mean any turbine unit utilizing the energy of vapors of water or the gaseous products of combustion and shall include 1. Any driving turbine, 2. Any combustor, precooler, intercooler, regenerator or heat exchanger of said unit, 3. Any electric generator, pump, compressor, fan, blower, wheel or gear on any shaft which is connected to any of said turbines by any coupling, clutch or gear set, 4. Any mechanical or hydraulic governing mechanism together with any electric motor used solely therewith, 5. Any auxiliary apparatus mounted on the bed or frame of the unit, 6. Any lubricating oil pump or any fuel pump or any pump for circulating a coolant, if used solely for the unit, together with any machine driving any such pump, 7. Any auxiliary electric motor, steam turbine or other apparatus used solely to rotate the driving turbine or turbines for starting or maintenance purposes, 8. Any apparatus used solely to scavenge the unit, 9. Any shaft which forms a part of the unit or which connects parts of the unit, together with any coupling, clutch, bearing, gear or gear set on said shaft, and 10. Any interconnecting wiring, piping or ducts between parts of the unit and which are mounted on the unit; but the term shall not include (a) any electronic computer or electronic data processing equipment used to govern or control the unit, (b) any machine or apparatus except as included in sections 1-10 above, (c) any wiring, piping or ducts leading to and from the unit, nor (d) any boiler utilizing exhaust gases from any gas turbine unit.

Valuable Papers and Records

Named Insured	
Policy Number	Endorsement No Issue Date
Effective Date / /	Canceling Endt. No.
Endt Premium (Annual) Incl. In Policy	Premium Due

It is agreed that Item 4 of the Valuation clause of the Conditions section of the policy is hereby deleted and replaced by the following:

- 4. on Valuable Papers and Records, the value blank, plus the cost of transcription from duplicates or from originals, including the cost of labor incurred by the Insured for reconstructing such Valuable Papers and Records.
 - A. This endorsement does not insure against loss or damage to:
 - 1. property covered under this endorsement, if such property cannot be replaced with other(s) of like kind, size, capacity and quality, or restored to usable condition; or
 - 2. property held as samples or for sale or for delivery after sale.
 - **B.** This endorsement does not insure against loss:
 - 1. resulting from errors or omissions in processing or copying; or errors or omissions in machine programming or instructions to machines; or computer error or malfunction of any kind or nature; or
 - 2. resulting from unauthorized instructions to transfer property to any person or to any place; or
 - 3. resulting from voluntary parting with any property by the Insured or any associate, proprietor, partner, director, trustee, or officer of any Insured, if induced to do so by any fraudulent scheme, tricks, device or false pretense.

The Company's total liability under this provision shall be limited to the amount of the Sublimit of Liability for Valuable Papers and Records specified in the Declarations, as more fully explained in the Limits and Sublimits of Liability Condition of this policy.

Any loss hereunder that exceeds the Sublimit of Liability for Valuable Papers and Records specified in the Declarations shall be paid on the basis of the value blank plus the cost of transcription from duplicates or from originals of said valuable papers and records.

Value Adjustment

Named Insured		
Policy Number	Endorsement No	
Effective Date / /	Issue Date	
Endt Premium (Annual) Incl. In Policy	Premium Due	

It is hereby agreed that the premium is adjusted as shown above due to the receipt of revised values.

Water Turbine Generator

Named Insured		
Policy Number	Endorsement No	
,	Issue Date	
Effective Date / /	Canceling Endt. No.	
Endt Premium (Annual) Incl. In Policy	Premium Due	

It is agreed that the following is hereby added to the Definitions section of the policy:

The term Water Turbine Generator shall mean any turbine unit driven by water and shall include 1. any driving turbine, 2. any electric generator, pump, compressor, fan, blower, wheel or gear on any shaft of the driving turbine or turbines or on a shaft which is connected to any of said turbines by any coupling, clutch, or gear set, 3. any mechanical or hydraulic governing mechanism together with any electric motor used solely therewith, 4. any auxiliary apparatus mounted on the bed or frame of the unit, 5. any lubricating oil pump, fuel pump or any pump for circulating a coolant, if used solely for the unit, together with any machine driving any such pump, 6. any auxiliary electric motor or other apparatus used solely to rotate the unit for starting or maintenance purposes, 7. any shaft which forms a part of the unit or which connects parts of the unit, together with any coupling, clutch, bearing, gear or gear set on said shaft, and 8. any interconnecting wiring, piping or ducts between parts of the unit and which are mounted on the unit; but the term shall not include (a) any electronic computer or electronic data processing equipment used to govern or control the unit; (b) any machine or apparatus except as included in sections 1-8 above; (c) any wiring, piping or ducts leading to or from the unit; (d) any condenser, its connecting pipe or adapter nor (e) any penstock or draft tube.

Wind

Named Insured		
Policy Number	Endorsement No	
	Issue Date	
Effective Date / /	Canceling Endt. No.	
Endt Premium (Annual) Incl. In Policy	Premium Due	

It is agreed that the following is hereby added to the Definitions section of the policy:

Wind

The term Wind shall include, but not be limited to, cyclone, tornado, hurricane, or windstorm arising out of atmospheric disturbances or conditions.

As respects Wind, the term Occurrence shall mean the sum total of all the losses sustained by the Insured as the result of damage from Wind and any resulting damage, which arise during a continuous period of seventy-two (72) hours. The Insured may elect the moment from which each of the aforesaid periods of seventy-two (72) hours shall commence; but no two such seventy-two (72) hour periods shall overlap.

Worldwide Territory

Named Insured	
Policy Number	Endorsement No Issue Date
Effective Date	

Section 1. B. Territorial Limits is revised as follows.

This policy covers Property Insured at insured locations worldwide subject to the attached OFAC endorsement.

It is further agreed that:

In jurisdictions within the scope of the policy where a local policy (ies) is required to be issued, this policy will cover solely as respects such insured local policies, and subject to this policy's Limit and Sublimits of Liability:

- 1) the difference in definitions, perils, conditions or coverages between any local policy and this policy.
- 2) the difference between the limit(s) of liability stated in any local policy and this policy provided that:
- a) the coverage is provided under this policy;
- b) the limit(s) of liability has been exhausted under the local policy, and
- c) the deductible(s) applicable to such claim for loss or damage in the local policy has been applied.

Any coverage provided by the local policy that is not provided in this policy does not extend to this policy.

In addition, coverage under this endorsement excludes property on waterborne shipments except (1) within 12 miles of coastal waters, and (2) on inland waterways.

If the local policies are canceled, restricted or allowed to expire and not renewed without the knowledge and consent of the Company, this coverage will continue to apply as though such local insurance has been maintained in full force and effect.

SCHEDULE OF LOCAL POLICIES:

Business Interruption - Gross Earnings For the Power Generation Industry Ordinary Payroll Coverage - Limited

Named Insured		
Policy Number	Endorsement No Issue Date	
Effective Date / /	Canceling Endt. No.	
Endt Premium (Annual) Incl. In Policy	Premium Due	

It is agreed that Item h. of paragraph A.1. of the Business Interruption Gross Earnings endorsement of the policy is hereby deleted and the following substituted therefor:

h. the entire payroll for all employees of the Insured except officers, executives, department managers, employees under contract, and other essential employees, pensions and directors' fees, including _____ consecutive days of the Insured's ordinary payroll expense.

Business Interruption - Gross Earnings for the Power Generation Industry Ordinary Payroll Coverage

Named Insured		
Policy Number	Endorsement No Issue Date	
Effective Date / /	Canceling Endt. No.	
Endt Premium (Annual) Incl. In Policy	Premium Due	· · · · · · · · · · · · · · · · · · ·

It is agreed that Item h. of paragraph A.1. of the Business Interruption Gross Earnings endorsement of the policy is hereby deleted.

Schedule of Locations

Named Insured		
Policy Number	Issue Date	
Effective Date		
Location No. XXXXX Customer No.		
Location No. XXXXX		

Coverage Added to Location

Named Insured		
Policy Number	Endorsement No	
•	Issue Date	
Effective Date / /	Canceling Endt. No.	
Endt Premium (Annual) Incl. In Policy	Premium Due	
In consideration of the above premium, it is herek modified by inclusion of the additional coverage(ereoy
Location Address and Number(s):		
Coverage(s) added:		

Political Risk Exclusion

Named Insured	
Policy Number	Endorsement No Issue Date
Effective Date / /	

This policy does not insure loss or damage caused by or resulting from:

Confiscation, expropriation, nationalization, commandeering, requisition or destruction of or damage to property by order of the Government de jure or de facto or any public, municipal or local authority of the country or area in which the property is situated; seizure or destruction under quarantine or customs regulation.

Property All Risk Insurance



AMERICAN INTERNATIONAL COMPANIES®

Executive Offices: 70 Pine Street, New York, NY 10270 Telephone No. 212-770-7000

I. INSURING AGREEMENT

In consideration of the premium paid, and subject to the terms and conditions of this Policy, the issuing company identified in the Declarations, hereafter referred to as the "Company," agrees to pay the Named Insured, as stated in the Declarations, for loss as described in this Policy.

By signing below, our President and Secretary agree on our behalf to all the terms of this policy.

	Elizaber M Juck
President AIG Casualty Company	Secretary AIG Casualty Company
May 4	Elizabet M. Tuck
President	Secretary
National Union Fire Insurance Company of Pittsburgh, Pa.	National Union Fire Insurance Company of Pittsburgh, Pa.
	Elizabet M. Tuck
President	Secretary
New Hampshire Insurance Company	New Hampshire Insurance Company
	Elizabeal M. Tuck
President The Insurance Company of the State of Pennsylvania	Secretary
The Insurance Company of the State of Pennsylvania	The Insurance Company of the State of Pennsylvania

This policy shall not be valid unless signed at the time of issuance by our authorized representative on the Declarations page of the policy.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is, and is not, covered.

Words and phrases which begin with a capital letter, other than those which begin a sentence, have special meaning. Refer to the Definition section or to the applicable section headings of the policy or any endorsements thereto.

A. Perils Insured

This policy insures against all risks of direct physical loss or damage to Property Insured from perils not otherwise excluded, subject to the terms and conditions of this policy.

In the event of such direct physical loss or damage to any Property Insured at the Premises Described in the Declarations, and such damage, without the intervention of any other independent cause, results in a sequence of events which causes physical damage to other Property Insured by this policy, then this policy will cover such resulting loss or damage. Nothing in this clause shall be deemed to extend this insurance to property which is otherwise specifically excluded from coverages by the terms of this policy.

B. Territorial Limits

This policy covers Property Insured within the fifty (50) states of the United States of America, the District of Columbia, and Puerto Rico.

C. Property Insured

This policy covers the following kinds of property at the Premises Described in the Declarations unless otherwise excluded:

- 1. Real property, including improvements and betterments, owned by the Insured, or in which the Insured has an insurable interest; and
- 2. Personal property owned by the Insured; and
- 3. Personal property of others which the Insured, prior to a loss, has agreed to insure against the types of losses covered by this policy; and
- 4. Personal property of others in the custody of the Insured and for which the Insured is legally liable; but only to the extent of the Insured's legal liability therefor. This Company agrees to defend any suit against the Insured alleging liability for the damage or destruction of such personal property, even if the allegations of the suit are false, fraudulent, or groundless. The Company may make such investigation or settlement of such suit as the Company deems appropriate.
- 5. Personal property of employees, other than motor vehicles.

This policy also covers the following kinds of property, owned by the Insured or others in the custody of the Insured and for which the Insured is legally liable:

6. electrical transmission and distribution lines, line transformers, towers and poles, cables, pipes and pipelines, and equipment or apparatus connected therewith while situated on or within 1,000 feet of the Premises Described in the Declarations.

D. Newly Acquired Locations

Subject to its terms and conditions, this policy also covers property at Newly Acquired Locations, rented, purchased or in the course of construction, acquired after the inception date of this policy for a period of ninety (90) days from the date of acquisition. Permanent coverage may be provided subject to notification to and acceptance by the Company at terms to be agreed upon at the time of acceptance. There shall be no liability under this coverage for loss or damage caused by or resulting from the perils of Flood or Earth Movement.

The Company's total liability under this provision shall be limited to the Sublimit of Liability for Newly Acquired Locations specified in the Declarations, as more fully explained in the Limits and Sublimits of Liability Condition of this policy.

E. Additional Coverages

1. Debris Removal

This policy shall also pay the cost of removing debris of Property Insured that is destroyed or damaged by a Peril Insured herein at Premises Described in the Declarations. The Company's total liability for such payment shall not exceed the greater of (1) 25% of the Company's liability, prior to the application of any deductible(s), for the direct physical loss or damage to Property Insured which necessitated the debris removal, or (2) \$5,000,000. However, in no event shall the Company's liability exceed the amount actually expended by the Insured for the removal of debris. This provision does not include the cost of removing Hazardous Substances or Contaminants from Property Excluded, nor for the cost to remove, restore or replace such property. The coverage that is provided by this provision is part of, and not in addition to, the limits of liability specified elsewhere in this policy.

No liability shall exist under this provision unless such costs are reported to the Company within one hundred eighty (180) days of the date of the Occurrence or the expiration of this policy, whichever shall be earlier.

2. Demolition and Increased Cost of Construction

If at the time of any direct physical loss or damage insured against by this policy there is in force any law, ordinance, rule or regulation regulating the construction, repair, replacement or use of buildings or structures, then this policy is extended to cover:

- a. the additional loss sustained in demolishing any undamaged portion of the buildings or structures necessitated by such law, ordinance, rule or regulation; and
- b. the cost incurred in actually rebuilding both the damaged and demolished portions of such buildings or structures in a manner to satisfy such law, ordinance, rule or regulation.

No liability is assumed under this provision for any increase of loss associated with the enforcement of any law or ordinance, which requires the Insured, or others, to:

- a. test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess, the effects of Hazardous Substances or Contaminants; or
- b. install process improvements or process modifications to property, when either is required or performed to comply with either OSHA regulations or other similar workplace safety regulations, or EPA, or other similar environmental regulations.

The total liability under this provision shall not exceed the actual expenditure incurred in demolishing the undamaged portion of the building(s) or structure(s) involved, plus the lesser of the following:

- a. the actual expenditure incurred, not including the cost of land, in rebuilding on another site; or
- b. the cost of rebuilding on the same site.

The Company's total liability under this provision shall not exceed the greater of \$500,000 or, where specified, the Sublimit of Liability for Demolition and Increased Cost of Construction shown in the Declarations, as more fully explained in the Limits and Sublimits of Liability Condition of this policy.

3. Expediting Expense

This policy shall also pay for the reasonable extra cost to make temporary repairs and to expedite the permanent repair or replacement of Property Insured damaged by a Peril Insured, including overtime and the extra cost of express or other rapid means of transportation.

The Company's total liability under this provision shall be limited to the Sublimit of Liability for Expediting Expenses specified in the Declarations, as more fully explained in the Limits and Sublimits of Liability Condition of this policy.

4. Fire and Police Department Service Charge

This policy is extended to cover reasonable expenses charged by fire or police departments as a result of a loss as insured hereunder.

5. Hazardous Substances or Contaminants

If, as a result of an Occurrence insured hereunder, any property on the Premises Described in the Declarations is damaged, contaminated or polluted by Hazardous Substances or Contaminants, the Company shall be liable under this policy and any of its endorsements, for the additional expenses incurred for cleanup, repair or replacement, or disposal of that damaged, contaminated or polluted property. As used here, additional expenses shall mean expenses incurred beyond those for which the Company would have been liable if no Hazardous Substances or Contaminants had been involved in the Occurrence.

The Company's total liability under this provision shall be limited to the greater of \$25,000 or, where specified, the Sublimit of Liability for Hazardous Substances or Contaminants shown in the Declarations, as more fully explained in the Limits and Sublimits of Liability Condition of this policy.

6. Miscellaneous Unnamed Locations

This policy is extended to cover Property Insured while at fixed locations not included in the Premises Described in the Declarations. This coverage applies to physical loss or damage only, does not include any Time Element coverages, and excludes Flood and Earth Movement.

The Insured shall, as of the inception date of this policy, and within ninety (90) days of each anniversary thereafter, send to the Company a statement of the insurable values of such locations as of the most recent inception or anniversary date. These statements shall be the basis for premium to be charged for this coverage. Failure to provide such statement in the time required shall void this extension.

Coverage under this extension shall not apply to signs, tracks, trestles, bridges, tunnels, electrical transmission and distribution lines, line transformers, towers and poles, cables, pipes and pipelines, equipment or apparatus connected to any of the preceding, property contained within any vehicle or other conveyance, or property in the due course of transit.

Liability under this provision shall not exceed the greater of \$100,000 or, where specified, the Sublimit of Liability for Miscellaneous Unnamed Locations shown in the Declarations, as more fully explained in the Limits and Sublimits of Liability Condition of this policy.

7. Pairs and Sets

In the event of direct physical loss or damage to any article or articles which are part of a pair or set, this policy is extended to cover the fair and reasonable proportion of the pair or set. Due consideration shall be given to the importance of said article or articles, but in no event shall such loss or damage be construed automatically to mean the total loss of the pair or set, and due consideration shall be given to any remaining value.

8. Transit

This policy is extended to cover direct physical loss or damage not otherwise excluded to Property Insured while in transit within the territorial limits of this policy. This shall include Property Insured while in transit in the coastal waters of the United States or Puerto Rico to a distance of twelve (12) miles, Property Insured while in transit between the continental United States or Alaska and Canada, or Property Insured while in transit This includes any means of between the continental United States and Alaska. conveyance, from the commencement of loading and continuously thereafter, including the location of any repair, temporary storage, consignment or exhibition, including deviation and delay, until unloaded at the place of final destination. This policy shall also pay for direct physical loss or damage to property sold and shipped by the Insured, in which the Insured retains an interest, under terms terminating the shipper's responsibility short of points of delivery, and shall pay for direct physical loss or damage caused by any unauthorized person(s) representing themselves to be the proper party(ies) to receive goods for shipment or to accept goods for delivery, or resulting from the acceptance by the Insured or by its agents of fraudulent bills of lading, shipping and delivery orders, or similar fraudulent documents.

The Insured may accept bills of lading or receipts from carriers, bailees, warehousemen, or processors limiting their liability, but this provision shall not inure to the benefit of any carrier, bailee, warehouseman, or processor.

The Insured's rights shall not be prejudiced by any agreements exempting lightermen from liability.

This policy excludes property of others, and the Insured's legal liability therefor, being hauled on vehicles owned, leased or operated by the Insured when acting as a common or contract carrier as defined by either the Interstate Commerce Commission or other regulatory agencies. In addition, this provision shall not include coverage for any conveyance used as the mode of transportation for property in transit.

This policy excludes property on waterborne shipments to and from any point and Hawaii, Alaska and Puerto Rico, except within their 12 miles of coastal waters; but shall not exclude waterborne shipments between the continental United States and Alaska while within the coastal waters of the United States or Canada to a distance of twelve (12) miles.

The Company's total liability under this provision shall be limited to the Sublimit of Liability for Transit specified in the Declarations, as more fully explained in the Limits and Sublimits of Liability Condition of this policy.

II. EXCLUSIONS

A. Property Excluded

This policy does not insure against loss or damage to the following property:

- 1. Accounts, bills, currency, deeds, evidences of debt or title, money, notes, securities, fine arts, jewelry, furs, precious metals, or precious stones.
- 2. Land, land improvements, water, crops, animals, shrubs, plants, trees or standing timber. This exclusion shall apply to the cost of reclaiming, restoring, or repairing any of the foregoing. "Land Improvements," as used herein, shall mean any alteration in the natural condition of land including, without limitation, grading, and earthen dikes or similar works. "Land Improvements," as used herein, shall also mean open pit or surface mines, including all benches, berms, cuts, walls, roads, and other land structures constituting a part of such mine, including all unmined ore. However, "Land Improvements" shall not mean pavements or sidewalks.
- 3. Aircraft, watercraft or spacecraft; vehicles, if such vehicles are otherwise insured for physical loss or damage.
- 4. Underground mines, tunnels, wells or caverns, and any property contained therein.
- 5. Dams, watershafts, power tunnels, dikes, gates and flumes.
- 6. Retaining walls not constituting part of a building, docks, piers, or wharves, and property located thereon, all when such loss is caused by ice, water pressure, or collision.
- 7. Offshore property, except that structures and their contents extending from land or shore, and floating docks permanently moored to a dock, river bank or shore are not to be considered as offshore.
- 8. Nuclear reactor power plants, including all auxiliary property on the site or any other nuclear reactor installation.
- 9. Any nuclear fuel or raw materials used in the nuclear fuel process at any point in the fuel cycle.
- 10. Property sold by the Insured under conditional sale, trust agreement, installment plan or other deferred payment plan after delivery to customers.

- 11. Raw, in-process, or finished stock or materials when the loss is caused by errors, omissions, or defects in the design or manufacturing process or by defective materials which result in damage to said stock or materials while it is being manufactured, processed, tested, or worked upon.
- 12. Machinery, equipment or other property when such property is otherwise protected by the contractor's, manufacturer's or supplier's guaranty, obligation or warranty, whether or not such contractor, manufacturer or supplier is included in the name of the Insured or as an additional Named Insured, but only to the extent of such guaranty, obligation or warranty. However, if Time Element coverage is provided under this policy, such Time Element coverage shall apply as if this exclusion were not present.

B. Conditions of Property Exclusions

This policy does not insure against:

- 1. Any defect or fault in material, workmanship, or design or in planning, zoning, surveying, siting, or developing property. However, if such a defect or fault results in direct physical loss or damage otherwise insured by this policy, then this policy shall cover only such resulting loss or damage. The Company shall not be liable for the costs of rectifying or making good such defect or fault.
- 2. Wear and tear, deterioration, rust, corrosion or erosion, all unless loss by a peril otherwise insured against hereunder ensues, and then the Company shall be liable only for such ensuing loss.
- 3. Gradual cracking, settling, shrinkage, bulging, expansion or other gradually developing defects, all unless loss by a peril otherwise insured against hereunder ensues, and then the Company shall be liable only for such ensuing loss.
- 4. The cracking of any part of a gas turbine exposed to the products of combustion, all unless loss by a peril otherwise insured against hereunder ensues, and then the Company shall be liable only for such ensuing loss.
- 5. Contamination, shrinkage, evaporation, loss of weight, or loss of contents of containers by leakage, all unless loss by a peril otherwise insured against hereunder ensues, and then the Company shall be liable only for such ensuing loss.
- 6. Insect or vermin damage, unless loss by a peril otherwise insured against hereunder ensues, and then the Company shall be liable only for such ensuing loss.

7. Electrical breakdown of any electrical machine or electrical apparatus while said equipment is undergoing an insulation breakdown test, all unless loss by a peril otherwise insured against hereunder ensues, and then the Company shall be liable only for such ensuing loss.

C. Perils Excluded

This policy does not insure loss or damage caused by or resulting from any of the following, regardless of any other cause or event that contributes concurrently or in any other sequence to the loss or damage:

- 1. a. Hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack,
 - i. by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; or
 - ii. by military, naval or air forces; or
 - iii. by an agent of any such government, power, authority or forces;

it being understood that any discharge, explosion or use of any weapon of war employing nuclear fission or fusion shall be conclusively presumed to be such a hostile or warlike action by such a government, power; authority or forces;

- b. insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority.
- 2. Nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, or due to any act or condition incident to any of the foregoing, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by, any physical loss or damage insured against by this policy. However, subject to the foregoing and all provisions of this policy, direct loss by fire resulting from nuclear reaction or nuclear radiation or radioactive contamination is insured against by this policy.
- 3. Infidelity or dishonesty of the Insured, or any officer, director, proprietor or partner thereof, acting alone or in collusion with others, or the infidelity or dishonesty of any officer, director, proprietor or partner of any proprietorship, partnership, corporation or association engaged by the Insured to perform any service or perform any act in connection with any Property Insured by this policy.
- 4. Any shortage of property discovered upon the taking of inventory, or any unexplained or mysterious disappearance of property.
- 5. Accumulated effects of smog, smoke, vapor, or gas from agricultural or industrial operations.

- 6. Any increase in loss due to:
 - a. the enforcement of any law, ordinance, regulation, rule or ruling requiring, restricting, or affecting the repair, alteration, use, occupancy, operation, construction or installation of any property, or requiring the tearing down of any property, including the cost of removing its debris, except as provided under the Demolition and Increased Cost of Construction provision of the Additional Coverages section;
 - b. the suspension, lapse, termination or cancellation of any license, contract, lease or permit; or
 - c. any injunction or process of any court.
- 7. Lack of incoming electricity, fuel, water, gas, steam or refrigerant caused by an Occurrence not at the Premises Described in the Declarations; but, if such a lack of service causes direct physical loss or damage not otherwise excluded to property otherwise insured by this policy while located on the Premises Described in the Declarations, then this policy shall cover such resulting loss or damage.
- 8. The cost of removing any product subject to a Product Recall, whether the removal is voluntarily undertaken by the Insured or mandated by any executive, legislative, administrative or judicial order, and any Time Element losses resulting from such removal.
- 9. Any act, error, decision, or omission, or the failure to act or decide, whether committed by the Insured or by others in (a) planning, zoning, surveying, siting, or developing property, (b) establishing or enforcing building codes or standards for construction or materials, (c) designing, specifying, furnishing work, materials, parts, or equipment, or constructing, remodeling, grading, compacting, or maintaining: (i) buildings or structures, (ii) improvements, changes in or additions to land or other real or personal property, or (iii) roads, water, sewers, drainage systems, levees, dikes, or other facilities of any kind, all whether such property or facilities are covered by this policy or are away from premises covered by this policy; but this exclusion shall apply only if a cause of loss otherwise excluded by this policy contributes to direct physical loss or damage or is the cause of direct physical loss or damage.
- 10. a. The failure, malfunction or inadequacy of any of the following, whether belonging to any Insured or to others: computer hardware, including microprocessors; computer application software; computer operating systems and related software; computer networks; microprocessors not part of any computer system; or any other computerized or electronic equipment or components; or any other products, and any services, data or functions that directly or indirectly use or rely on, in any manner, any of the foregoing due to the inability to correctly recognize, process, distinguish, interpret or accept one or more dates, times, or instructions, including, but not limited to, the inability of computer software to recognize, process, distinguish, interpret, or accept the year 2000 or any other year, including a leap year; or

- b. any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by or for the Insured to determine, rectify or test for any potential or actual problems described in paragraph a. above.
- c. In addition, the Company shall not be liable for the repair, replacement or modification of any items listed in paragraph a. above to correct any deficiencies or change any features.

However, if direct physical loss or damage not otherwise excluded ensues, then this Company shall be liable only for such ensuing loss or damage.

11. The release, discharge, or dispersal of toxic or hazardous substances, contaminants or pollutants, all whether direct or indirect, proximate or remote, or in whole or in part caused by, contributed to or aggravated by any physical damage insured against by this policy, except as specifically provided for under the Additional Coverages, Hazardous Substances or Contaminants extension.

D. Other Exclusions

- 1. This policy does not insure loss or damage caused by or resulting from any of the following, regardless of any other cause or event that contributes concurrently or in any other sequence to the loss or damage:
 - a. Indirect or remote loss or damage.
 - b. Delay or loss of market; penalties for noncompletion of, or delay in completion of, any contract or noncompliance with any contract conditions; fines, penalties or punitive damages; or any costs incurred to eliminate or reduce any of the foregoing.
 - c. Interruption of business or other Time Element losses, unless specifically endorsed hereon.
 - d. Increase in hazard by any means within the control or knowledge of any officer, director, proprietor or partner of the Insured.

2. This policy does not insure against:

a. Extremes or changes of temperature or changes in relative humidity, all whether atmospheric or not; exposure to light; change in color or flavor or texture or finish; condensation, dampness, depletion, disease, wet or dry rot, inherent vice, latent defect, mildew, mold, spoilage, or decay; unless such damage results directly from other direct physical damage not otherwise excluded by this policy.

III. PREMIUM

The Premium shown in the Declarations shall be for the first twelve (12) month period commencing with the effective date of this agreement. This amount shall be subject to adjustment for the coverage of newly constructed properties or properties otherwise acquired or sold during that period, at terms to be agreed upon at the time of such acquisition, sale, or commencement of construction.

Premium for subsequent twelve (12) month periods may be adjusted at each anniversary computed at the rates in effect for such period.

IV. CONDITIONS

A. Abandonment

There shall be no abandonment to the Company of any property.

B. Action Against Company

No action shall lie against the Company unless, as a condition precedent thereto, the Insured shall have fully complied with all the terms of this policy, and unless commenced within twelve (12) months from the date of the Occurrence.

C. Appraisal

If the Insured and this Company fail to agree on the amount of loss, then, on the written demand of either, each shall select a competent and disinterested appraiser and notify the other of the appraiser selected within twenty (20) days of such demand. The appraisers shall first select a competent and disinterested umpire, and, if failing for fifteen (15) days to agree upon such umpire, then, on the request of the Insured or this Company, such umpire shall be selected by a judge of a state or federal court of record in the state in which the damaged property is located. The appraisers shall then appraise the loss, stating separately the loss to each item; and, failing to agree, shall submit their differences, only, to the umpire. An award in writing, so itemized, of any two when filed with this Company shall determine the amount of loss and shall be binding and final. Each appraiser shall be paid by the party selecting him and the expenses of appraisal and umpire shall be paid by the parties equally.

D. Assignment

Assignment or transfer of this policy shall not be valid except with the prior written consent of the Company.

E. Assistance and Cooperation of the Insured

The Insured shall cooperate with the Company, and upon the Company's request and expense, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in conducting suits.

F. Brands and Labels

In case of damage to property that is covered by this policy and bears a brand, trademark, or label that in any way carries or implies the guarantee or the responsibility of the manufacturer or Insured, the salvage value of such damaged property shall be determined after removal of such brands, trademarks or identifying characteristics. The cost of such removal shall be borne by the Insured.

G. Cancellation

The Company may cancel this insurance by giving the Insured written notice stating when, not less than thirty (30) days thereafter, (ten [10] days for nonpayment of premium) such cancellation shall be effective. This insurance may be canceled at any time by the Insured by surrender of this policy to the Company or by mailing or delivery to the Company written notice stating when thereafter such cancellation shall take effect.

Return premium shall be allowed the Insured on a pro rata basis if the Company cancels and on a short rate basis if the Insured cancels.

Payment or tender of any unearned premium by the Company shall not be a condition precedent to the effectiveness of Cancellation, but such payment shall be made as soon as practicable.

H. Company's Options

It shall be optional for this Company to take all, or any part, of the property at the agreed or appraised value, and also to repair, rebuild or replace the property destroyed or damaged with other of like kind, size, capacity and quality within a reasonable time, on giving notice of its intention to do so within thirty (30) days after the receipt of proof of loss herein required.

I. Deductibles

There shall be deducted from the amount of each claim for loss or damage arising out of one Occurrence, as defined herein, the amount stated in this policy as Deductible. Except as set forth below or as specifically endorsed hereon, in the event that more than one Deductible amount applies to any one Occurrence, then only the largest Deductible amount for that Occurrence shall be applied.

If this policy insures against both Property Damage and Time Element losses, the deductible amount(s) as shown in this policy shall apply separately to each such coverage, unless otherwise noted herein or endorsed hereon, even if both are involved in a single Occurrence.

If Time Element coverage(s) is endorsed to this policy, the terms of the deductibles applying to such coverage(s) shall be as set forth in such endorsement(s).

J. Due Diligence

The Insured shall, at the Insured's own expense, take all reasonable precautions to prevent imminent loss or damage to the Property Insured. The Insured shall also consider all reasonable recommendations of the Company to prevent direct physical loss or damage to the Property Insured.

K. Errors in Description

Any error in the description of the Premises Described as shown in the Declarations of this policy shall not operate to the prejudice of the Insured.

L. Inspection

The Company shall be permitted, but not obligated, to inspect, at all reasonable times, the property of the Insured. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of, or for the benefit of, the named Insured or others, to determine or warrant that such property is safe or healthful, nor that such property complies with laws, regulations, codes, or engineering or industry standards.

M. Limits and Sublimits of Liability

The Company shall not be liable for more than the amount shown in the Declarations as the Policy Limit of Liability for any one Occurrence. The inclusion of more than one Insured shall not operate to increase the limits of the Company's liability.

This policy may contain Sublimits of Liability applicable to specific coverages, specific causes of loss, specific kinds of loss, or specific locations. Any applicable sublimits are set forth in the Declarations. The Company shall not be liable for more than the amount of the Sublimit of Liability for any coverage for which there is a Sublimit of Liability specified in the Declarations. Each Sublimit of Liability shown in the Declarations is a part of, but is not in addition to, the Policy Limit of Liability. The Sublimit of Liability specified in the Declarations as applicable to a specific cause of loss shall apply to all losses arising out of any one Occurrence, whether such losses include damage to real or personal property, Time Element loss (if such coverage is separately endorsed hereon), or both.

EXAMPLES:

- (1) Assume the policy contains a Time Element sublimit of \$20,000,000 and a Flood sublimit of \$5,000,000. A flood occurs, and the Insured sustains a property damage loss of \$10,000,000 and a Business Interruption (Time Element) loss of \$10,000,000. The Insured can recover only \$5,000,000 (total for both the property damage and for the Time Element losses) because the applicable Sublimit of Liability for Flood is \$5,000,000.
- (2) Assume the policy contains a Time Element sublimit of \$5,000,000 and a Flood sublimit of \$15,000,000. A flood occurs, and the Insured sustains an \$8,000,000 property damage loss and a Business Interruption (Time Element) loss of \$10,000,000. The Insured can recover only \$13,000,000 (\$8,000,000 for property damage and \$5,000,000 for Time Element) because the Time Element sublimit is \$5,000,000.

The insurance provided by this policy as respects the perils of Earth Movement and Flood shall be subject to the annual aggregate sublimits as shown in the Declarations. The Company shall not be liable for more than the amount specified in the Declarations as annual aggregate for any one policy year as respects losses caused by the perils of Earth Movement and Flood. However, fire or explosion which occur as a direct result of a Flood or Earth Movement shall not: (1) be limited to the Flood or Earth Movement Sublimit, nor; (2) contribute to the annual aggregate for Flood or Earth Movement.

N. Loss Payable

Loss, if any, shall be adjusted with the Named Insured and shall be payable to the Insured and to any Mortgagee, Loss Payee, or other Named Insured, or as otherwise directed by the Insured.

O. Misrepresentation

This entire policy shall be void if any Insured, whether before or after a loss, has willfully concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof or has committed any act of fraud, attempted fraud or false swearing touching any matter relating to this insurance or the subject thereof.

P. Other Insurance

The Company shall not be liable for loss under this policy if, at the time of loss, there is any other insurance which would attach if this insurance had not been effected, whether collectible or not. This insurance shall apply only as excess, and in no event as contributory insurance, and then only after all other insurance has been exhausted.

Q. Report of Values

Within ninety (90) days of each anniversary, the Insured shall file with this Company a statement of the 100% replacement cost values compiled as of the Insured's most recently ended fiscal year.

In the event the Insured fails to furnish the above values which are acceptable to this Company, then this Company shall not be liable under this policy for a greater proportion of any loss to Property Insured than the amount shown on the Reported Values Endorsement bears to the 100% replacement cost at the time of the loss.

R. Requirements in Case of Loss

When any insured loss or damage occurs, written notice shall be given by or on behalf of the Insured to the Company or any of its authorized agents as soon as practicable. The Insured shall protect the property from further damage and separate the damaged and undamaged personal property. The Company shall have reasonable time and opportunity to examine the property and the premises of the Insured before repairs are undertaken or physical evidence of the loss or damage is removed, except for protection or salvage.

The Insured shall submit a proof of loss statement, signed and sworn to by the Insured, as soon as practicable after a loss, but in no event later than ninety (90) days thereafter. It shall be in such a form as the Company may require, stating the knowledge and belief of the Insured as to the time and origin of the loss, the interest of the Insured and all others in the property, the value of the property involved, and the amount of loss or damage. It shall also show all encumbrances thereon; all other contracts of insurance, whether valid or not, covering any of said property; and any changes in the title, use, occupancy, location, possession, or exposures of said property since the issuance of the policy, and, if required and obtainable, shall furnish verified plans of the buildings, fixtures, and machinery destroyed or damaged.

The Insured, as often as may be reasonably required, shall produce for examination all books of account, bills, business records, invoices and other vouchers, or any other documents reasonably related to the procurement of this policy or to the scope and extent of the loss at such reasonable time and place as may be designated by this Company, and shall permit extracts and copies thereof to be made.

The Insured, and any officer, director, or employee thereof, shall, as often as may be reasonably requested by this Company, submit to examination under oath by any person named by this Company, while not in the presence of any other Insured, about any matter relating to this insurance or to any claim, and the Insured shall sign and return the original transcript of the examination within thirty (30) days after submission to the Insured.

S. Salvage and Recovery

When, in connection with any loss hereunder, any salvage or recovery is received subsequent to the payment of such loss, the loss shall be recalculated on the basis on which it would have been determined had the amount of salvage or recovery been known at the time the loss was originally determined. Any amounts thus found to be due either party from the other shall be paid promptly.

T. Special State Requirements

Any and all provisions of this policy which are in conflict with the statutes of the State wherein this Policy is applicable are understood, declared, and acknowledged by this Company to be amended to conform to such statutes.

U. Subrogation

In the event of any payment under this policy, the Company shall be subrogated to the Insured's rights of recovery therefor against any person or organization, and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after the Occurrence to prejudice such rights. However, permission is granted the Insured to waive subrogation provided such waiver is entered into by the Insured in writing, prior to the loss insured hereunder. Any recovery as a result of subrogation proceedings shall, after deduction of all expenses of such action, including attorneys' fees, be prorated between the Insured and the Company in the proportion that the amount of the loss paid by each bears to the total provable loss.

V. Suspension

Upon the discovery of a dangerous condition with respect to any Object insured by this policy, any representative of the Company may immediately suspend the insurance applicable to said Object by written notice mailed or delivered to the Insured at the address of the Insured as specified in the Declarations, or at the location of the Object. The insurance so suspended may be reinstated by the Company, but only by an endorsement issued to form a part of this policy. The Insured shall be allowed the unearned portion of the premium paid for such suspended insurance, pro rata, for the period of suspension.

As used in this policy, Object shall mean any boiler, fired or unfired pressure vessel, refrigerating or air conditioning system, piping and its accessory equipment and any mechanical or electrical machine or apparatus used for the generation, transmission or utilization of mechanical or electrical power.

W. Term of Insurance

"Term of Insurance", as shown in the Declarations of this policy, shall mean that period of time from 12:01 A.M. to 12:01 A.M., Standard Time, as to each of said dates shown, at the place where the loss occurs.

X. Vacant/Unoccupied Premises

Permission is given to cease operations, or for the premises to be vacant or unoccupied for sixty (60) consecutive days and for more than sixty (60) consecutive days provided:

- 1. the same degree of fire protection and watch service is maintained as existed at the time of the discontinuance of normal operations; and,
- 2. that written notice is given to the Company prior to the sixtieth (60th) consecutive day.

In the event the Insured fails to comply with the foregoing, all coverage otherwise provided under this policy is null and void at such locations.

Y. Valuation

Unless otherwise endorsed hereon, adjustment of loss under this policy shall be:

- 1. on raw materials, supplies and other merchandise not manufactured by the Insured, the replacement cost; and
- 2. on stock in process, the value of raw materials and labor expended plus the related proportion of overhead charges; and
- 3. on finished goods manufactured by the Insured, the regular cash selling price at the location where the loss occurs, less all discounts and charges to which the finished goods would have been subject had no loss occurred; and
- 4. on Valuable Papers and Records, the value blank plus the cost of transcription from duplicates or from originals, but this policy does not insure against the cost of reconstructing such records, unless endorsed hereon; and
- 5. on media, data, programs or other software stored on, or for use with, any computer or other electronic and electromechanical data processing and production equipment, the cost of reproducing such media, data, programs or other software from duplicates or backups or from originals of the previous generation of the data, programs or software, but this policy does not insure against any other cost, including research, engineering, or programming, of restoring or recreating data or programs lost, unless endorsed hereon; and

- 6. on catalysts or refractory material, the actual cash value of the material which equals the replacement cost at the time of loss or damage times the Remaining Useful Life Factor. The term Remaining Useful Life Factor means the normal useful life of the material in months minus the number of months the material had been in use at the time of the loss or damage, divided by the normal useful life of the material in months; and
- 7. on all other property covered by this policy, the cost to repair or replace the damaged property with materials of like kind, size, capacity and quality subject to:
 - a. liability under these terms shall not exceed the smallest of the following:
 - i. the cost to repair, rebuild or replace on the same site with material of like kind, size, capacity and quality, whichever is smallest; or
 - ii. the actual expenditure incurred in repairing, rebuilding or replacing on the same or another site but not to exceed size and operating capacity that existed at the time of loss, whichever is smallest.
 - b. in the event of direct physical loss or damage to property which is not repaired, rebuilt or replaced within two (2) years from the date of direct physical loss or damage, this Company shall not be liable for more than the actual cash value (with proper deduction for depreciation) of the property destroyed.

All of the above to be computed as of the time and at the place of loss when, with due diligence and dispatch, rebuilding, repairing or replacement of the damaged or destroyed property could be effected.

V. DEFINITIONS

A. Earth Movement

The term Earth Movement shall mean any natural or man-made earth movement, including, but not limited to, earthquakes, shocks, tremors, landslides, avalanches, subsidence, sinkhole collapse, mud flow, rock fall, volcano, or any other similar earth movement.

B. Flood

The term Flood means flood waters, waves, tide or tidal water, storm surge, tsunami, the release of water, the accumulation of rain or surface water, or the rising (including the overflowing or breaking of boundaries) of lakes, ponds, reservoirs, rivers, harbors, streams or other natural or man-made bodies of water, whether or not driven by wind.

C. Hazardous Substances or Contaminants

The term Hazardous Substances or Contaminants means any solid, liquid, gaseous, or thermal irritant, contaminant, or pollutant, which includes, but is not limited to, smoke,

soot, vapor, fumes, acids, alkalis, chemicals, bacteria, fungi, mold, viruses, spores, vaccines, and waste. Waste includes materials to be reconditioned, recycled, or reclaimed.

D. Insured

The term Insured means any Named Insured and any Additional Insured. The term Named Insured means the entity or entities specified in the Declarations as the Named Insured(s). The term Additional Insured means the entity or entities specified in the Declarations, or in any Endorsements to this policy, as an Additional Insured.

E. Occurrence

The term Occurrence shall mean any loss or series of losses arising out of one event, regardless of the number of locations affected. However, as respects the perils of Earth Movement and Flood, the term Occurrence shall mean the sum total of all the losses sustained by the Insured as the result of damage from Earth Movement or Flood which arise during a continuous period of seventy-two (72) hours. The Insured may elect the moment from which each of the aforesaid periods of seventy-two (72) hours shall commence; but no two such seventy-two (72) hour periods shall overlap.

Occurrence shall not mean "continuous or repeated exposure to conditions" unless physical loss or damage insured against by this policy ensues, and then this policy shall only cover such ensuing loss or damage; nor shall Occurrence mean "loss of use of tangible property that has not been physically injured or destroyed."

F. Premises Described

The term Premises Described means any location described in the Declarations of this policy or included as a Miscellaneous Unnamed Location or as a Newly Acquired Location, if applicable.

G. Product Recall

The term Product Recall means withdrawal of any product of any kind or nature from the market or from use because of known or suspected defect or deficiency therein.

H. Time Element

The term Time Element means any and all loss due to the interruption of the Insured's normal business operations, including, but not limited to, business interruption, extra expense, loss of rental income, and other similar economic losses, but this definition shall not otherwise expand or modify the coverage, if any, provided by this Policy or its Endorsements.

I. Valuable Papers and Records

The term Valuable Papers and Records shall mean abstracts, drawings, exposed film, manuscripts, maps, and records. The term Valuable Papers and Records shall not include media, data, programs or other software stored on, or used with, any computer or other electronic or electromechanical data processing and production equipment.

Arkansas Changes

This endorsement changes the policy. Please read it carefully. Throughout this endorsement, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company. These changes apply only to locations covered by the policy that are in the State of Arkansas.

A. The following is added and supersedes any provision to the contrary:

MULTI-YEAR POLICIES

We may issue this policy for a term in excess of twelve months with the premium adjusted on an annual basis in accordance with our rates and rules.

- B. The **Action Against Company Condition** is deleted and replaced by the following:
 - No action shall lie against the Company unless, as a condition precedent thereto, the Insured shall have fully complied with all the terms of this policy, and unless commenced within five (5) years from the date of the Occurrence.

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ENDORSEMENT

This endorsement, effective	at
forms part of	

Policy no.: issued to:

By:

ARKANSAS AMENDATORY ENDORSEMENT

Wherever used in this endorsement: 1) "Insurer" means the insurance company which issued this policy; and 2) "First Named Insured", and "Insured" mean the Named Corporation, Named Organization, Named Entity, Named Sponsor, Named Insured, or Insured stated in the declarations page; and 3) "Other Insured(s)" means all other persons or entities afforded coverage under the policy.

The following is added and supercedes any provision to the contrary:

A. CANCELLATION

If this policy has been in effect for more than sixty (60) days or is a renewal policy, the Insurer shall not cancel this policy unless such cancellation is based upon at least one (1) of the following reasons:

- (a) Nonpayment of premium;
- (b) Fraud or material misrepresentation made by or with the knowledge of the Insured or Other Insured(s) in obtaining the policy, continuing the policy or in presenting a claim under the policy;
- (c) The occurrence of material change in the risk which substantially increases any hazard insured against after policy issuance;
- (d) Violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or the occupancy thereof which substantially increases any hazard insured against under the policy;
- (e) Nonpayment of membership dues in those cases where the by-laws, agreements or other legal instruments of the Insurer issuing the policy require payment thereof as a condition of the issuance and maintenance of the policy; or
- (f) A material violation of a material provision of the policy.

The Insurer may cancel this policy by mailing or delivering written notice stating the reason for cancellation to the First Named Insured and any lienholder or loss payee named in the policy at least:

- a. Ten (10) days before the effective date of cancellation if cancellation is due to nonpayment of premium.
- b. Twenty (20) days before the effective date of cancellation if cancellation is due to any other reason.

If cancellation is due to nonpayment of premium, notice should state the reason for cancellation.

B. NONRENEWAL

If the Insurer decides not to renew the policy, the Insurer shall mail written notice to the First Named Insured shown in the Declarations at least sixty (60) days before:

- (a) its expiration date; or
- (b) its anniversary date, if it is a policy written for a term of more than one year and with no fixed expiration date.

However, the Insurer is not required to send this notice if nonrenewal is due to the Insured's failure to pay any premium required for renewal.

The Insurer will mail its notice to the First Named Insured's last known mailing address. If notice is mailed, proof of mailing will be sufficient proof of notice.

AUTHORIZED REPRESENTATIVE

Arkansas Changes

This endorsement changes the policy. Please read it carefully. Throughout this endorsement, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company. These changes apply only to locations covered by the policy that are in the State of Arkansas.

A. The following is added and supersedes any provision to the contrary:

MULTI-YEAR POLICIES

We may issue this policy for a term in excess of twelve months with the premium adjusted on an annual basis in accordance with our rates and rules.

C. Section IV. CONDITIONS, Paragraph C. Appraisal, is deleted in its entirety.

B. Section IV. CONDITIONS, Paragraph B. Action Against Company is deleted in its entirety and replaced by the following:

No action shall lie against the Company unless, as a condition precedent thereto, the Insured shall have fully complied with all the terms of this policy, and unless commenced within five (5) years from the date of the Occurrence.

 SERFF Tracking Number:
 AGNY-125422353
 State:
 Arkansas

 First Filing Company:
 AIG Casualty Company, ...
 State Tracking Number:
 EFT \$50

Company Tracking Number: AIC-07-MP-14

TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0007 Other CMP

Liability

Product Name: Unitech Energy Policy - Property All Risk Insurance

Project Name/Number: Unitech Energy Policy - Property All Risk Insurance/AIC-07-MP-14

Rate Information

Rate data does NOT apply to filing.

 SERFF Tracking Number:
 AGNY-125422353
 State:
 Arkansas

 First Filing Company:
 AIG Casualty Company, ...
 State Tracking Number:
 EFT \$50

Company Tracking Number: AIC-07-MP-14

TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0007 Other CMP

Liability

Product Name: Unitech Energy Policy - Property All Risk Insurance

Project Name/Number: Unitech Energy Policy - Property All Risk Insurance/AIC-07-MP-14

Supporting Document Schedules

Review Status:

Satisfied -Name: Uniform Transmittal Document- Approved 03/07/2008

Property & Casualty

Comments:

Attached please find a PCTD Transmittal.

Attachment:

1-08 PCTD Transmittal1.pdf

Review Status:

Satisfied -Name: Forms Listing and Form Schedule Approved 03/07/2008

Comments:

Attached please find a Forms Listing and a Form Schedule.

Attachments:

01-08 Forms Listing.pdf

01-08 Form Filing Schedule.pdf

Property & Casualty Transmittal Document

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Property & Casualty Transmittal Document—

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20.	This filing transmittal is	oart of Company Tracking #	AIC-07-MP-14

21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]

The Companies listed in item 4 above submits for your review and approval their Unitech Energy Policy – Property All Risk Insurance Program.

Please refer to the attached forms listing for information about the forms included in this submission.

The Program will be rated using the rating plan on file with your Department under filing No. AIC-04-CP-01.

22. Filing Fees (Filer must provide check # and fee amount if applicable)
[If a state requires you to show how you calculated your filing fees, place that calculation below]

Check #: Amount:

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

^{***}Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

							Restricts.		
					Form No.		Broadens	Rate or	
				New or	Being	Mandatory	ō	Premium	
	Form Title	Form No.	Form Type	Replacement	Replaced	or Optional	Clarifies	Impact	Description of Form
٢	Declarations	95042 (7/07)	Declarations	New	N/A	Mandatory	Clarifies	Š	Declarations
2	2 Policy	95041 (7/07)	Policy	New	N/A	Mandatory	Broadens	Yes	Policy
									This endorsement extends the
									policy to cover any shortage in
									pollection of accounts
									collection of accounts
									receivable, resulting from direct
		_							physical loss or damage insured
					-				against by the policy to the
									Insured's books of account or
									other records, subject to listed
(05040 (7103)	100000000000000000000000000000000000000	New	δ/N	Ontional	Broadens	Yes	conditions.
"	3 Accounts Receivable	32042 (1/01)	בוומסופפווופנור	ACA			2000		This endorsement amends the
									Valuation Clause in the
									Conditions section of the policy
				-					Collidations section of the poincy
									to list designated property
									subject to actual cash value
_									reimbursement subject to
4	4 Actual Cash Value	95044 (7/07)	Endorsement	New	N/A	Optional	Restricts	Yes	certain conditions.
									This endorsement emends the
									Valuation Clause of the
									Conditions Section of the Policy
									to include a depreciation
									schedule as respects
	Actual Cash Value on	_							transformers built 20 years or
Ц	Transformers	05045 (7/07)	Endorsement	New	\ Z	Optional	Restricts	Yes	more prior to the date of loss.
"	o Hansionners	(1011) others							This endorsement amends the
									Named Insured as shown in the
ď	Amending Named Insured	95046 (7/07)	Endorsement	New	A/N	Optional	Clarifies	No	Policy.
1		/ 2 2 2 2							
									This endorsement adds Boiler and Machinery coverage to the
1	7 Boiler and Machiness Definition	05047 (7/07)	Fodorsement	New	Ψ.N.	Optional Clarifies	Clarifies	N N	policy subject to its definition.
,	boller and Machinery Deminion	1011) 14006	Lindischich						

This endorsement extends the policy to cover loss directly resulting from the necessary interruption of the business incurred by the Insured during the Period of Interruption, subject to certain conditions.	This endorsement amends the Business Interruption - Actual Loss Sustained Endorsement to remove the Report of Values Clause and replace it with a Coinsurance clause.	I his endorsement amends the definition of Actual Loss Sustained in the Business Interruption - Actual Loss Sustained Endorsement to include the Insured's ordinary payroll expense.	definition of Actual Loss Sustained in the Business Interruption - Actual Loss Sustained Endorsement to include the Insured's ordinary payroll expense subject to a specific number of consecutive days and filed-in on the endorsement.	Business Interruption coverage under this policy past the policy's effective date by a set number of days as stated in the endorsement.
Yes	O.	Yes	Yes	Yes
Broadens	Clarifies	Broadens	Broadens	Broadens
Optional	Optional	Optional	Optional	Optional
NA	N/A	N/A	Ϋ́	N/A
New	New	New	New	New
Endorsement	Endorsement	Endorsement	Endorsement	Endorsement
95048 (7/07)	95049 (7/07)	95050 (7/07)	95051 (7/07)	95052 (7/07)
Business Interruption Actual 8 Loss Sustained	uption - Actual Coinsurance	ss Interruption - Actual ustained Ordinary Payroll ge	Business Interruption - Actual Loss Sustained Ordinary Payroll 11 Coverage - Limited	Business Interruption Extended

								!	This and anoman and a tho
									nolicy to cover loss directly
									resulting from the necessary
									interruption of the business
									incurred by the Insured during
	Business Interruption Gross								the Period of Interruption,
13	13 Earnings	95053 (7/07)	Endorsement	New	N/A	Optional	Broadens	Yes	subject to certain conditions.
									This endorsement amends the
									Business Interruption - Gross
									Earnings Endorsement to
									remove the Report of Values
	Business Interruption - Gross								Clause and replace it with a
4	14 Earnings Coinsurance Clause	95054 (7/07)	Endorsement	New	N/N	Optional	Clarifies	N _o	Coinsurance clause.
									This endorsement extends the
									policy to cover loss directly
					-				resulting from the necessary
									interruption of the business
									incurred by the Insured during
									the Period of Interruption,
	Business Interruption Gross								subject to certain conditions
	Earnings for the Power								specific to the Power Generation
15	15 Generation Industry	95055 (7/07)	Endorsement	New	Α/N	Optional	Broadens	Yes	Industry.
									This endorsement deletes item
	Business Interruption - Gross								i. of paragraph A.1. of the
	Earnings Ordinary Payroll								Business Interruption Gross
16	16 Coverage	95056 (7/07)	Endorsement	New	A/N	Optional	Broadens	Yes	Earnings Endorsement.
									This endorsement amends item
									i. of paragraph A.1. of the
									Business Interruption Gross
									Earnings Endorsement to
									include a set number of days of
									the Insured's ordinary payroll
									expense, and to delete
	Business Internation - Gross								reference to employees subject
	Farnings Ordinary Payroll				•				to a collective bargaining
17		95057 (7/07)	Endorsement	New	Ø.Z	Optional	Broadens	Yes	agreement.
		, , , , , , , , , ,							This endorsment deletes item h.
									of paragraph A.1. of the
	Business Internintion - Gross								Business Interruption - Gross
	Earnings for the Power								Earnings for the Power
	Generation Industry Ordinary								Generation Industry
	18 Pavroll Coverage	95890 (9/07)	Endorsement	New	A/N	Optional	Broadens	Yes	Endorsement.
2		(1212) 22222							

									This andorsament amends item
									h. of paragraph A.1. of the
									Business Interruption Gross
								-	Earnings for the Power
									Generation Endorsement to
									include a set number of days of
									the Insured's ordinary payroll
	acitan machal acciding							_	expense, and to delete
ממל	business interruption - Gross							_	reference to employees subject
Ea L	Earnings for the Power								to a collective bargaining
ē S	Generation Industry Ordinary	ĺ			VIV	Ontional	Broadene	Vac	agreement
19 Pay	19 Payroll Coverage - Limited	95884 (9/07)	Endorsement	NGW	V/N	Optional	Т	3	
									This andorsement amends the
									Conditions section of the
									Division Information
									Dusiness interruption
									endorsement applicable to
			_						Boiler and Machinery to limit the
-									Company's liability in the event
									that specified objects are
									demand and other provided
									damaged, and onler specified
<u>a</u>	Business Internation - Spare								equipment is not available at a
20 00	201Part Requirement	95058 (7/07)	Endorsement	New	N/A	Optional	Restricts	Yes	specified location.
3									\$ 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
									I nis endorsement ciarilles triat
									premium applicable to this policy
									does not contemplate Canadian
									locations. Such locations will be
									covered by a companion policy
									issued by American Home
		(20)2)	Tradoreomont	Now	A/N	Optional	Clarifies	9	Assurance Company.
71 Ca	ZI Canadian Locations	92029 (1/01)							This endorsement amends the
•									Cancellation Condition of the
<u>s</u>	Cancellation - Modification of	10000		No.	Ø/N	Ontional	Clarifies	Ç	policy.
27 NO	22 Notice by the Company	(/n/) nonce	Endorsement	A CALL					
									This endorsement is used only
									when the policy is cancelled
									pursuant to the Policy's terms
									and Conditions, and subject to
- 5	in a line of Dollary	OE061 (7/07)	Endorsement	New	A'N	Optional	Clarifies	S S	the return of unearned premium.
23 Va	23 Caricellation of Forcy	199001 (1)01/							

24	24 Coinsurance - Property Damage 95064 (7/07)	95064 (7/07)	Endorsement	New	N/A	Optional	Clarifies	O _N	This endorsement deletes the Report of Values clause of the Conditions section of the policy and and replaces it with a Coinsurance clause.
25	Contingent Business Interruption Extension	95065 (7/07)	Endorsement	New	NA	Optional	Broadens	, Ves	This endorsement extends the Business Interruption endorsement attached to the policy to insure against loss resulting from necessary interruption of business caused by direct physical loss or damage insured under the policy, to property, not otherwise excluded, located on the premises of suplier or customer locations as specified in the schedule of locations attached to this policy, subject to the Limit or Sublimit of Liability for this endorsement as specified in the Declarations.
26	Contingent Extra Expense	(7/07)	Endorsement	New	N N	Optional	Broadens	, ∀es	This endorsement extends the Extra Expense endorsement attached to the policyt to cover the Extra Expense incurred by the Insured caused by certain direct physical loss or damage insured against by this policy, to property not otherwise excluded located on the premises of supplier or customer locations as specified in the Schedule of Locations.

									This andorsament limits the
									Company's liability for loss
					_				resulting from an Occurrence to
					_				any property covered by this
									policy occuring prior to the time
									such propery has met specified
27	27 Contractual Accentance	95067 (7/07)	Fndorsement	New	ΑN	Optional	Clarifies	No No	conditions.
آا	Collil actual Acceptance	(1011)							This endorsement extends the
									policy to provide coverage for
									loss or damage to specified
_	Control of Damaded								merchandise subject to the
28	28 Merchandise	95068 (7/07)	Endorsement	New	N/A	Optional	Broadens	Yes	terms of the endorsement.
		05080 (7)07)	Chaloreament	MeW	A/N	Optional	Clarifies	2	Countersignature Endorsement
3	za countersignature	2000 (1101)							This endorsement adds
									additional coverages under the
30	30 Coverage Added to Location	(20/6) (888)	Endorsement	New	N/A	Optional	Broadens	No	policy to specified locations.
3									
									This endorsement limits the
									Company's liability for loss
									resulting from computer-related
							-		data distortion/corruption,
	Data Distortion/Cornintion								subject to the terms of the
31		95070 (7/07)	Endorsement	New	N/A	Mandatory Clarifies	Clarifies	No No	endorsement.
									This conforcement limits the
									This endologement mines are
									Company's liability for loss
									resulting from computer-related
									data distortion/corruption,
	Data Distortion/Corruption								subject to the terms of the
33		95071 (7/07)	Endorsement	New	N/A	Mandatory Clarifies	Clarifies	No No	endorsement.
3									This endorsement lists
									additional Deductibles to be
									listed on the Declarations page
Ċ	Cod: odib(c/c)	(70/2) (70/2)	Endorsement	New	Α/N	Optional	Clarifies	2	of the policy.
ဂိ	oo Deadcubie(s)	32012 (1/01)							

	34 Deferred Premium Payment	95073 (7/07)	Endorsement	New	NA	Optional	Clarifies	ON N	This endorsement outlines payment procedures for the adjustment of policy premium based on additional coverage for newly constructed properties or properties otherwise acquired or sold during that period, at terms to be agreed upon at the time of such acquisition, sale, or commencement of construction.
35	35 Earth Movement Exclusion	95074 (7/07)	Endorsement	New	N/A	Optional	Restricts	Yes	The Perils Excluded section of the policy is amended to exclude coverage for Earth Movement.
36	Electronic Data Processing - 36 Media	95075 (7/07)	Endorsement	New	NA	Optional	Broadens	Yes	This endorsement amends item 5. of the Valuation of the Policy as respects Electronic Data Processing.
37	Electronic Data Processing -	95076 (7/07)	Endorsement	New	K Z	Optional	Broadens	Yes	This endorsement extends the policy to cover the Extra Expense incurred by the Insured during a Period of Restoration. The Extra Expense must be caused by direct physical loss or damage insured against by this policy, and the loss or damage must be to media, data, or software stored on or used with specified equipment.

33	38 Excess Pavments	(20/2) 22096	Endorsement	New	N/A	Optional	Broadens	Yes	This endorsement clarifies any Business Intrerruption Endorsement of the policy to exclude coverage for losses resulting from the loss of Capacity or Bonus Payments or Liquidated Damages or Excess Rate Repayments subject to the terms of the endorsement.
8 8	39 Endorsement Cancellation	95078 (7/07)	Endorsement	New	N/A	Optional	Clarifies	No	This endorsement is used only when an issued endorsement is to be removed from the policy.
									This endorsement clarifies that coverage coverage will still be
									afforded under this policy where the Insured has made an unintentional error or omission
									regarding the description or location of Property Insured,
40	40 Errors and Omissions	95079 (7/07)	Endorsement	New	NA	Optional	Broadens	Yes	subject to the Limit or Sublimit of Liability of this endorsement as specified in the Declarations.
									This endorsement amends any Business Interruption Endorsement attached to the policy by excluding loss resulting from the loss or payment of Excess Payments, as defined in
14	41 Excess Payments Exclusion	95080 (7/07)	Endorsement	New	N/A	Optional	Restricts	Yes	the endorsement, incurred by the Insured after an Occurrence causing, or contributing to, such loss.

3	42 Extra Expense	95081 (7/07)	Endorsement	New	N/A	Optional	Broadens	Yes	This Time Element Endorsement extends the policy to cover the Extra Expense incurred by the Insured during a Period of Restoration.
4	Extra Expense Coverage	95082 (7/07)	Endorsement	New	N/A	Optional	Restricts	ON.	This endorsement modifies the policy to state that there will be no recovery under the policy for an Extra Expense incurred in the generation, transmission, purchase, replacement, trading or distribution of electrical power.
4	Extra Expense - Variable Monthly Sublimits of Liability	95083 (7/07)	Endorsement	New	NA	Optional	Restricts	Yes	This endorsement limits the Company's liability under the Extra Expense Endorsement of the policy pursuant to specified percentages for the determined Period of Restoration.
4	45 Fine Arts	95085 (7/07)	Endorsement	New	N/A	Optional	Broadens	Yes	This endorsement extends the policy to cover Fine Arts.
4	46 Flood Exclusion	95086 (7/07)	Endorsement	New	N/A	Optional	Restricts	Yes	This endorsement adds Flood to the Perils Excluded section of the policy.
									This endorsement adds Flood to the Perils Excluded section of the policy where the flood at any location which, at the time of loss, has been designated by
.4	Flood Exclusion at Flood Zone	95087 (7/07)	Endorsement	New	N/A	Optional	Restricts	No	FEMA to be studied within Flood Zone "A" or "V" of any type including sub-zones (100-year flood).
4	48 Gas Turbine Blade Valuation	95088 (7/07)	Endorsement	New	N/A	Optional	Clarifies	ON N	This endorsement adds Gas Turbine Blades to the Valuation Condition of the policy.
4	49 Gas Turbine Generator	95089 (7/07)	Endorsement	New	N/A	Optional	Clarifies	No	This endorsement adds a definition of Gas Turbine Generator to the policy.

									This and areament extends
									coverage under the Business
									Interruption Endorsement to
									insured the Actual Loss
<u>. </u>									Sustained by the Insured due to
									the necessary interruption of the
									Insured's business due to
									prevention of ingress to or
									egress from the Insured, subject
									to additional terms of the
2	000000000000000000000000000000000000000	95090 (7/07)	Endorsement	New	A'N	Optional	Broadens	Yes	endorsement.
<u>=</u> _	igi ess/Egiess	(1011)							:
									This endorsement outlines
									procedure in the event of
		-							damage to or destruction of
									property, at a location
		,							designated in this policy and
									acolginated in this point and
									also designated in a boller and
									Machinery insurance policy and
									there is a disagreement
									between the insurers with
<u>-</u> }	4	(50/2/ /2/03)		New	A/N	Optional	Clarifies	2	respect to specified issues.
<u>5</u>	21 Joint Loss Adjustinem	92031 (1/01)							
									This endorsement states that
									there shall be no recovery under
									any Time Element coverage for
<u>≥</u> £	Merchant Power Sales	(7)(2)	Endorsement	New	₹ Z	Optional	Clarifies	S N	loss of Merchant Power sales.
376	DZ EXCIUSION	32032 (1101)							
									This endorsement restricts
_									coverage under the policy as
									respects direct physical loss or
-						-			damage to Mobile Equipment of
									the Insured, or Mobilie
									Equipment of others in the care,
				-					custody, and control of the
									Insured and for which the
									Insured is legally liabile, all while
									situated at the Premises
		(10,000		MOIN	Ø/N	Ontional	Restricts	Q Z	described in the Declarations.
53 1	53 Mobile Equipment	(/n//) Sence	Elidol serinerir	A CAR		2000			

									This andorrament amonds the
		· · · · · · · · · · · · · · · · · · ·							Conditions of Property
									Excludsions section of the policy
_									to exclude any loss or damage
									to escaped molten material from
									confinement, subject to the full
									exclusion as outlined in the
7.4	54 Molten Material Exclusion	95094 (7/07)	Endorsement	New	N/A	Optional	Restricts	No	endorsement.
									This endorsement adds a
									works and of the policy
							·		morgage clause to the policy
									which applies in tavor of any
									Mortgagee named in this policy
									with respect to the location(s)
									under which the Mortgagee is
									named, unles another mortgage
									clause is specifically indicated
					V/14	lonoitao	Broadone	Q	as applying to the location
22	55 Mortagee	(/0//) CENCE	Endorsement	NGW.	2	Optional	CIORACIO		This endorsement amends the
									Loss Payable Clause in the
									Conditions Section of the policy
	Mortage/loss Payee/Additional								specifically as respects
56	56 Insured Schedule	95096 (7/07)	Endorsement	New	N/A	Optional	Clarifies	No	Mortgagees.
									This endorsement adds PCB
									Cleanup to the Additional
57	F7 DCB Cleanin	(20/2) (2005)	Endorsement	New	ΑN	Optional	Broadens	Yes	Coverages section of the policy.
3	drings of a	(31)							This endorsement excludes
									coverage for loss or damage
									resulting from confiscation,
									expropriation, nationalization,
									commandeering, requisition or
									destruction of or damage to
									property by order of a
				٠					government or other local
									authority, as described in the
C		05000 (00/07)	Endogeneent	New	A/N	Mandatory	Restricts	2	endorsement.
သို	58 Political Risk Exclusion	2002 (2001)	Lindol Scillott						

								This are the company of the
								Premium section of the policy to
								state that no adjustment in
								premium shall be made at
								anniversary unless the valuses
								reported represent an increase
								or decrease of greater than 5%
								from the values on which the
								last adjusted premium was
Company Adinomate	05008 (7/07)	Endorsement	New	Ø/Z	Optional	Clarifies	Yes	computed.
28 FIEIIIIIIIII/Value Adjustineiit	32030 (1101)							This endorsement extends the
								policy to cover loss or damage
								not otherwise excluded, to
								Property Insured under the
								policy due to sudden and
								accidental radioactive
Radioactive Contamination -								contamination, subject to certain
60 Limited Coverage	95099 (7/07)	Endorsement	New	N/A	Optional	Broadens	Yes	conditions.
								The Other Exclusions section is
								amended to include collapse of
								and/or failure of any/or
								refractory and/or refractory
								linings, unless such damage
								results directly from other
								physical damage not otherwise
	(FO) 1.00 FLO	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			Jenoito	Rectricte	Q Z	excluded by the policy
61 Refractory Exclusion	(/0//) 00168	Endorsement	MUM	V.	Optional	COLUCAL	2	family of the second
							_	The Conditions of Property
								Exclusions section of the Policy
								is amended to excluded
			-					refrigeration interruption.
								spoilage, contamination by
								ammonia or any other
								refrigerant all whether direct or
								indirect provimete or remote or
								mulect, proximate of remote of
								In whole of in pair caused by,
								contributed to, or aggravated by
Refrigeration Interruption								any physical damage insured
62 imitation	95101 (7/07)	Endorsement	New	Ϋ́Z	Optional	Restricts	No	against by this policy.
	,							

							-		This Time Element
									Endorsement extends the policy
						•			l oss Sustained by the Insured
									during a Period of Interruption,
-		06400 (7/07)	Tradore om out	New	Ψ.Z	Optional	Broadens	Yes	subject to certain conditions.
83	63 Kental Value	93105 (1/01)				Т			This endorsement applies from
									the policy effective date and
									expires as of a fill-in expiration
									date. Fill-in values for 100%
									Replacement Cost Value and
									Business Interruption Annual
									Value are set forth in the
3	00:10// 2000	05103 (7/07)	Endorsement	New	N/A	Mandatory Clarifies	Clarifies	No	endorsement.
2	64 Reported Values	93103 (1101)							This schedule lists locations to
Ç		05891 (9/07)	Other - Schedule	New	N/A	Mandatory Clarifies	Clarifies	No	which this policy applies.
8	Schledule of Eocardina	(100)							This andorsement extends the
									יוווא פוומסואפווופוור פעופוואא וווא
									policy and any Time Element
									Endorsement to cover phyiscal
									loss or damage to property and
									the necessary interruption of
									business conducted by the
									Insured resulting from the lack
									of incoming electricity, fuel,
			_						water, gas, steam, refrigerant or
									from the lack of sweage
									disposal caused by a peril not
									otherwise excluded under the
									policy to property of a type not
									otherwise excluded under the
									policy, provided the duration of
									such interruption of service is in
									excess of 24 hours, subject to
	Copper services of the contract of the copy of the cop	05104 (7)07)	Endorsement	New	Ϋ́Z	Optional	Broadens	Yes	certain conditions.
آة	66 Service Interruption	93104 (101)							This endorsement adds a
							-		definition of Steam Turbine
·	Constant Turking Constant	05105 (7/07)	Endorsement	New	Ϋ́Z	Optional	Clarifies	No	Generator to the policy.
٥	/ Steam I undine Generator	30100 (1101)							

This endorsement provides coverage for provisional amount of insurance (excepting as hereinafter specifically excludes), on crude petroleum and its products specifically excludes), on crude petroleum and its products products of natural gas, products of natural gas, products and its products products held for sale, including products held property owned by the Insured, or one commission, or on an occumission, or on an occur of the occupance of the occupanc									
95106 (7/07) Endorsement New N/A Optional Clarifies Yes									This endorsement provides
95106 (7/07) Endorsement New N/A Optional Clarifies Yes									coverage for provisional amount
95106 (7/07) Endorsement New N/A Optional Clarifies Yes						•			of insurance (excepting as
95106 (7/07) Endorsement New N/A Optional Clarifies Yes						•			hereinafter specifically
95106 (7/07) Endorsement New N/A Optional Clarifies Yes									excluded), on crude petroleum
95106 (7/07) Endorsement New N/A Optional Clarifies Yes									and its products, products of
95106 (7/07) Endorsement New N/A Optional Clarifies Yes									natural gas, products as
95106 (7/07) Endorsement New N/A Optional Clarifies Yes				-					described by endorsement
95106 (7/07) Endorsement New N/A Optional Clarifies Yes									hereto; all other products held
95106 (7/07) Endorsement New N/A Optional Clarifies Yes									for sale, (including products
95106 (7/07) Endorsement New N/A Optional Clarifies Yes									used in the manufacturing and
95106 (7/07) Endorsement New N/A Optional Clarifies Yes									packaging thereof), being
95106 (7/07) Endorsement New N/A Optional Clarifies Yes	-								property owned by the Insured,
95106 (7/07) Endorsement New N/A Optional Clarifies Yes									or held by the Insured in trust, or
95106 (7/07) Endorsement New N/A Optional Clarifies Yes		:							on commission, or on
95106 (7/07) Endorsement New N/A Optional Clarifies Yes									consignment, or on joint account
95106 (7/07) Endorsement New N/A Optional Clarifies Yes							_		with others, or sold but not
95106 (7/07) Endorsement New N/A Optional Clarifies Yes									delivered; all while at the
95106 (7/07) Endorsement New N/A Optional Clarifies Yes									locations described herein and
95106 (7/07) Endorsement New N/A Optional Clarifies Yes									various other locations as
95106 (7/07) Endorsement New N/A Optional Clarifies Yes									reported, to the Company as
95106 (7/07) Endorsement New N/A Optional Clarifies Yes									required herein, subject to
	 Stock Provisional	95106 (7/07)	Endorsement	New	N/A	Optional	Clarifies	Yes	certain terms and conditions.

-									
									This endorsement modifies the Additional Coverages section of the policy to include coverage as follows, subject to certain conditions: In case of actual physical loss or damage of the type insured against by this policy, the expenses incurred by the Insured in taking reasonable and necessary actions for the temporary protection and preservation of Property Insured hereunder shall be added to the total direct physical loss or damage otherwise recoverable under this policy and be subject to the contract of
<u>8</u>	69 Sue and Labor	95107 (7/07)	Endorsement	New	N/A	Optional	Broadens	Yes	to the applicable Deductible.
1		(50,57)	- trous	MON.	δN	Ontional	Clarifies	Q Z	I his endorsement adds a definition of Turbine Generator to the policy.
=	/U l urbine Generator	(10/1) 00108	CIIGOISCIIICIIC	ACA		Τ			This endorsement adds a
71 22	Turbine Generator (Gas and 71 Steam)	95109 (7/07)	Endorsement	New	ΝΆ	Optional	Clarifies	No	definition of Turbine Generator to the policy.
									This endorsement amends item 4. of the Valuations clause of
									the Conditions section of the
3	22 Volumble Denote and Decorde	05111 (7/07)	Fndorsement	MeN	¥	Optional	Broadens	Yes	policy as respects Valuable Papers and Records.
7 7/	aluable Lapers and records	(10(1)							This endorsement adjusts the
		(i	1	, and a	VIV.	Ontional	Clarifies	\ \ \	premium due to the receipt of
<u>\</u>	73 Value Adjustment	(/0//) 71.126	Elidorsellierit	MON	52	Ding O	2011		This endorsements adds a
<u></u> 47 ≥	74 Water Turbine Generator	95114 (7/07)	Endorsement	New	N/A	Optional	Clarifies	N _O	definition of Water Turbine Generator to the policy.
75 Wind	Vind	95115 (7/07)	Endorsement	New	N/A	Mandatory Clarifies	Clarifies	N _O	This endorsement adds a definition of Wind to the policy.

									This andorsament revises the
						-	-		Territorial Limits section of the
									policy to cover Property Insured
									at insured locations worldwide
									Subject to an OEAC
					;	;		;	Subject to all Of AC
9/	76 Worldwide Territory	95883 (9/07)	Endorsement	New	AN N	Optional	Broadens	Yes	Endorsement.
									A. This endorsement allows for
									Multi-year policies. B. This
									endorsement amends the Action
				7	818	Mandatony	Clarifiae	Yes	Against Company Condition
77	77 Arkansas Changes	83958 (1/04)	Endorsement	MCM	2	Maildatory	Oldinica	3	
									This endorsement incorporates
_									Arkansas's minimum standards
1	Alkalisas Alifelluatoly	50404 (44/02)	Tradoreament	Now	A/N	Mandatory Clarifies	Clarifies	<u>%</u>	for cancellation and nonrenewal.
9	/8 Endorsement	(60/11) 16176							
			A = Application					Yes or No	
			D = Declarations						
			E = Endorsement					3	
			P = Policy						
			O = Other (Please explain)						
			Cition (1 second cition of						

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms) (Do <u>not</u> refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	AIC-07-MP-14
	This filing corresponds to rate/rule filing number	
۷.	(Company tracking number of rate/rule filing, if applicable)	

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Declarations Page	95042 (7/07)	[x] New [] Replacement [] Withdrawn		
02	Policy	95041 (7/07)	[x] New [] Replacement [] Withdrawn		
03	Accounts Receivable	95043 (7/07)	[x] New [] Replacement [] Withdrawn		E
04	Actual Cash Value	95044 (7/07)	[x] New [] Replacement [] Withdrawn		
05	Actual Cash Value on Transformers	95045 (7/07)	[x] New [] Replacement [] Withdrawn		
06	Amending Named Insured	95046 (7/07)	[x] New [] Replacement [] Withdrawn		
07	Boiler and Machinery Definition	95047 (7/07)	[x] New [] Replacement [] Withdrawn		
08	Business Interruption Actual Loss Sustained	95048 (7/07)	[x] New [] Replacement [] Withdrawn		
09	Business Interruption - Actual Loss Sustained Coinsurance Clause	95049 (7/07)	[x] New [] Replacement [] Withdrawn		
10	Business Interruption - Actual Loss Sustained Ordinary Payroll Coverage	95050 (7/07)	[x] New [] Replacement [] Withdrawn		

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3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
11	Business Interruption - Actual Loss Sustained Ordinary Payroll Coverage - Limited	95051 (7/07)	[x] New [] Replacement [] Withdrawn		
12	Business Interruption Extended Period of Indemnity	95052 (7/07)	[x] New [] Replacement [] Withdrawn		
13	Business Interruption Gross Earnings	95053 (7/07)	[x] New [] Replacement [] Withdrawn		
14	Business Interruption Gross Earnings Coinsurance Clause	95054 (7/07)	[x] New [] Replacement [] Withdrawn		
15	Business Interruption Gross Earnings for Power Generation Industry	95055 (7/07)	[x] New [] Replacement [] Withdrawn		
16	Business Interruption - Gross Earnings Ordinary Payroll Coverage	95056 (7/07)	[x] New [] Replacement [] Withdrawn		
17	Business Interruption -	95057 (7/07)	[x] New [] Replacement [] Withdrawn		
18	Business Interruption - Gross Earnings for the Power Generation Industry Ordinary Payroll Coverage	95890 (7/07)	[x] New [] Replacement [] Withdrawn		
19	Business Interruption - Gross Earnings for the Power Generation	95884 (09/07)	[x] New [] Replacement [] Withdrawn		
20	Business Interruption - Spare Part Requirement	95058 (7/07)	[x] New [] Replacement [] Withdrawn		

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3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
21	Canadian Locations	95059 (7/07)	[x] New [] Replacement [] Withdrawn		
22	Cancellation – Modification of Notice by the Company	95060 (7/07)	[x] New [] Replacement [] Withdrawn		
23	Cancellation of Policy	95061 (7/07)	[x] New [] Replacement [] Withdrawn		-
24	Coinsurance –property Damage	95064 (7/07)	[x] New [] Replacement [] Withdrawn		
25	Contingent Business Interruption Extension	95065 (7/07)	[x] New [] Replacement [] Withdrawn		
26	Contingent Extra Expense Extension	95066 (7/07)	[x] New [] Replacement [] Withdrawn		
27	Contractual Acceptance	95067 (7/07)	[x] New [] Replacement [] Withdrawn		
28	Control of Damaged Merchandise	95068 (7/07)	[x] New [] Replacement [] Withdrawn		
29	Countersignature	95069 (7/07)	[x] New [] Replacement [] Withdrawn		
30	Coverage Added to Location	95892 (7/07)	[x] New [] Replacement [] Withdrawn		

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31	Data Distortion/Corruption Endorsement	95070 (7/07)	[x] New [] Replacement [] Withdrawn		
32	Data Distortion/Corruption Endorsement	95071 (7/07)	[x] New [] Replacement [] Withdrawn		
33	Deductible(s)	95072 (7/07)	[x] New [] Replacement [] Withdrawn		
34	Deferred Premium Payment	95073 (7/07)	(x)New [] Replacement [] Withdrawn		
35	Earth Movement Exclusion	95074 (7/07)	[x] New [] Replacement [] Withdrawn		
36	Electronic Data Processing - Media	95075 (7/07)	[x] New [] Replacement [] Withdrawn		
37	Electronic Data Processing - Media With Extra Expense	95076 (7/07)	{ x }New [] Replacement [] Withdrawn		
38	Excess Payments	95077 (7/07)	[x] New [] Replacement [] Withdrawn		
39	Endorsement Cancellation	95078 (7/07)	[x] New [] Replacement [] Withdrawn		
40	Errors and Omissions	95079 (7/07)	[x] New [] Replacement [] Withdrawn		

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41	Excess Payments Exclusion	95080 (7/07)	[x] New [] Replacement [] Withdrawn		
42	Extra Expense	95081 (7/07)	[x] New [] Replacement [] Withdrawn		
43	Extra Expenses Coverage Restriction	95082 (7/07)	[x] New [] Replacement [] Withdrawn		
44	Extra Expense - Variable Monthly Sub- limits of Liability	95083 (7/07)	[x] New [] Replacement [] Withdrawn		
45	Fine Arts	95085 (7/07)	[x] New [] Replacement [] Withdrawn		
46	Flood Exclusion	95086 (7/07)	[x] New [] Replacement [] Withdrawn		
47	Flood Exclusion at Flood Zone "A" and "V" Locations	95087/07)	[x] New [] Replacement [] Withdrawn		
48	Gas Turbine Blade Valuation	95088 (7/07)	[x] New [] Replacement [] Withdrawn		
49	Gas Turbine Generator	95089 (7/07)	[x] New [] Replacement [] Withdrawn		

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50	Ingress/Egress	95090 (7/07)	[x] New [] Replacement [] Withdrawn		
51	Joint Loss Adjustment	95091 (7/07)	[x] New [] Replacement [] Withdrawn		
52	Merchant Power Sales Exclusion	95092 (7/07)	[x] New [] Replacement [] Withdrawn		
53	Mobile Equipment	95093 (7/07)	[x] New [] Replacement [] Withdrawn		
54	Molten Material Exclusion	95094 (7/07)	[x] New [] Replacement [] Withdrawn		
55	Mortgagee	95095 (7/07)	[x] New [] Replacement [] Withdrawn		
56	Mortgagee/Loss payee Additional Insured Schedule	95096 (7/07)	[x] New [] Replacement [] Withdrawn		
57	PCB Cleanup	95097 (7/07)	[x] New [] Replacement [] Withdrawn		
58	Political Risk Exclusion	95893 (9/07)	[x] New [] Replacement [] Withdrawn		
59	Premium /Value Adjustment	95098 (7/07)	[x] New [] Replacement [] Withdrawn		

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	(Company tracking number of rate/rule filing, if applicable)				
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
60	Radioactive Contamination- Limited Coverage	95099 (7/07)	[x] New [] Replacement [] Withdrawn		
61	Refractory Exclusion	95100 (7/07)	[x] New [] Replacement [] Withdrawn		
62	Refrigeration Interruption Limitation	95101 (7/07)	[x] New [] Replacement [] Withdrawn		
63	Rental Value	95102 (7/07)	[x] New [] Replacement [] Withdrawn		
64	Reported Values	95103 (7/07)	[x] New [] Replacement [] Withdrawn		
65	Schedule of Locations	95891 (9/07)	[x] New [] Replacement [] Withdrawn		
66	Service Interruption	95104 (7/07)	[x] New [] Replacement [] Withdrawn		
67	Steam Turbine Generator	95105 (7/07)	[x] New [] Replacement [] Withdrawn		
68	Stock Provisional	95106 (7/07)	[x] New [] Replacement [] Withdrawn		

1.	This filing transmittal is part of Company Tracking #	AIC-07-MP-14
2	This filing corresponds to rate/rule filing number	
	(Company tracking number of rate/rule filing, if applicable)	

	(Company tracking number of rate/rule filing, it applicable)				
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
69	Sue and Labor	95107 (7/07)	[x] New [] Replacement [] Withdrawn		
70	Turbine Generator	95108 (7/07)	[x] New [] Replacement [] Withdrawn		
71	Turbine Generator (Gas and Steam)	95109 (7/07)	[x] New [] Replacement [] Withdrawn		
72	Valuable Papers and Records	95111 (7/07)	[x] New [] Replacement [] Withdrawn		
73	Value Adjustment	95112 (7/07)	[x] New [] Replacement [] Withdrawn		
74	Water Turbine Generator	95114 (7/07)	[x] New [] Replacement [] Withdrawn		
75	Wind	95115 (7/07)	[x] New [] Replacement [] Withdrawn		
76	Worldwide Territory	95883 (9/07)	[x] New [] Replacement [] Withdrawn		
77	Arkansas Changes Endorsement	83958 (1/04)	[x New [] Replacement [] Withdrawn		
78	Arkansas Amendatory Endorsement	52131 (11/03)	[x New [] Replacement [] Withdrawn		